

AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT

This **AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT**, dated as of August 22, 2002 (this "**Agreement**"), between **EACH OF THE UNDERSIGNED**, whether as an original signatory hereto or as an Additional Grantor (as herein defined) (each, a "**Grantor**" and collectively, the "**Grantors**"), and **HELLER FINANCIAL, INC.**, as administrative agent for the Secured Parties (as herein defined) (in such capacity as administrative agent, the "**Administrative Agent**").

RECITALS:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of July 8, 1999 (as amended, supplemented or otherwise modified from time to time, the "**Existing Credit Agreement**"), entered into by and among Trussway Industries, Inc., a Delaware corporation (the "**Borrower**"), Trussway Holdings, Inc., a Delaware corporation ("**Holdings**"), and certain present and future domestic Subsidiaries of Borrower, as Guarantors, the Lenders party thereto from time to time (the "**Lenders**"), Heller Financial, Inc. ("**Heller**"), as Administrative Agent, and Goldman Sachs Credit Partners L.P., as Lead Arranger and as Syndication Agent;

WHEREAS, in connection with the Existing Credit Agreement, the Pledge and Security Agreement, dated as of July 8, 1999, was entered into between the Grantors and Heller, as administrative agent, (the "**Existing Security Agreement**") pursuant to which the Grantors secured payment or performance in full when due of all obligations described therein;

WHEREAS, the Grantors, Lenders and Agents are entering into that certain Third Amendment to Credit and Guaranty Agreement, dated as of the date hereof (the "**Third Amendment**"), in order to waive certain identified events of default and make certain other amendments to the Existing Credit Agreement (as so amended supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, in conjunction with the Third Amendment, UBS Capital II LLC, a Delaware limited liability company (the "**Sponsor**"), has issued and delivered to Heller a \$7,500,000 letter of credit (the "**Sponsor Letter of Credit**");

WHEREAS, in conjunction with the Sponsor Letter of Credit, Borrower has entered into a reimbursement agreement with Sponsor on the date hereof (the "**Sponsor Letter of Credit Reimbursement Agreement**");

WHEREAS, in conjunction with the Third Amendment, the parties to the Existing Security Agreement intend to amend and restate the Existing Security Agreement to secure the payment and performance when due of all Secured Obligations;

WHEREAS, subject to the terms and conditions of the Credit Agreement, certain Grantors may enter into one or more Hedge Agreements with one or more Lender Counterparties;

WHEREAS, in consideration of the extensions of credit and other accommodations of Lenders, Sponsor and Lender Counterparties as set forth in the Credit Agreement, the Sponsor Letter of Credit, the Sponsor Letter of Credit Reimbursement Agreement and the Hedge Agreements, respectively, each Grantor has agreed, subject to the terms and conditions hereof, each other Credit Document, the Sponsor Letter of Credit, the Sponsor Letter of Credit Reimbursement Agreement and each of the Hedge Agreements, to secure such Grantor's obligations under the Credit Documents, the Sponsor Letter of Credit, the Sponsor Letter of Credit Reimbursement Agreement and the Hedge Agreements as set forth herein; and

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and Administrative Agent agree as follows:

SECTION 1. DEFINITIONS

1.1. General Definitions. In this Agreement, the following terms shall have the following meanings:

"Account Debtor" shall mean each Person who is obligated on a Receivable or any Supporting Obligation related thereto.

"Administrative Agent" shall have the meaning set forth in the preamble.

"Agreement" shall have the meaning set forth in the preamble.

"Additional Grantors" shall have the meaning assigned in Section 5.6.

"Assigned Agreements" shall mean all agreements and contracts to which such Grantor is a party as of the date hereof, or to which such Grantor becomes a party after the date hereof, including, without limitation, each Material Contract, as each such agreement may be amended, supplemented or otherwise modified from time to time.

"Borrower" shall have the meaning set forth in the recitals.

"Chattel Paper" shall mean all "chattel paper" as defined in Article 9 of the UCC, including, without limitation, "electronic chattel paper" or "tangible chattel paper", as each term is defined in Article 9 of the UCC.

"Collateral" shall have the meaning assigned in Section 2.1.

"Collateral Account" shall mean account number 001-01837830 in the name of Trussway, Ltd. maintained at JPMorgan Chase Bank and any successor account or accounts in accordance with the terms of the Blocked Account Agreement.

"Collateral Records" shall mean books, records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, computer software, computer printouts, tapes, disks and related data processing software and similar items that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon.

"Collateral Support" shall mean all property (real or personal) assigned, hypothecated or otherwise securing any Collateral and shall include any security agreement or other agreement granting a lien or security interest in such real or personal property.

"Commercial Tort Claims" shall mean all "commercial tort claims" as defined in Article 9 of the UCC, including without limitation, all commercial tort claims listed on Schedule 4.12 (as such schedule may be amended or supplemented from time to time).

"Commodities Accounts" shall mean all "commodity accounts" as defined in Article 9 of the UCC.

"Copyright Licenses" shall mean any and all agreements providing for the granting of any right in or to Copyrights (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.5(a)(i) (as such schedule may be amended or supplemented from time to time).

"Copyrights" shall mean all United States and foreign copyrights, all mask works fixed in semi-conductor chip products (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, now or hereafter in force throughout the world, all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 4.5(a)(i) (as such schedule may be amended or supplemented from time to time); all rights corresponding thereto throughout the world, all extensions and renewals of any thereof, the right to sue for past, present and future infringements of any of the foregoing, and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit; provided, however, that the foregoing shall not include any item of non-United States intellectual property in those jurisdictions outside the United States where the granting of a security interest in such item of intellectual property would adversely effect the enforceability of such item of intellectual property under the laws of such jurisdiction.

"Credit Agreement" shall have the meaning set forth in the recitals.

"Documents" shall mean all "documents" as defined in Article 9 of the UCC.

"Deposit Accounts" shall mean all "deposit accounts" as defined in Article 9 of the UCC.

"Equipment" shall mean: (i) all "equipment" as defined in Article 9 of the UCC, (ii) all machinery, manufacturing equipment, data processing equipment, computers, office equipment, furnishings, furniture, appliances, fixtures and tools (in each case, regardless of whether characterized as equipment under the UCC) and (iii) all accessions or additions thereto, all parts thereof, whether or not at any time of determination incorporated or installed therein or attached thereto, and all replacements therefor, wherever located, now or hereafter existing, including any fixtures.

"Existing Security Agreement" shall have the meaning set forth in the recitals.

"General Intangibles" (i) shall mean all "general intangibles" as defined in Article 9 of the UCC, including "payment intangibles" also as defined in Article 9 of the UCC, and (ii) shall include, without limitation, all interest rate or currency protection or hedging arrangements, all tax refunds, all licenses, permits, concessions and authorizations, all Assigned Agreements and all Intellectual Property (in each case, regardless of whether characterized as general intangibles under the UCC).

"Goods" (i) shall mean all "goods" as defined in Article 9 of the UCC and (ii) shall include, without limitation, all Inventory and Equipment (in each case, regardless of whether characterized as goods under the UCC).

"Grantor" and **"Grantors"** shall have the meaning set forth in the preamble.

"Heller" shall have the meaning set forth in the recitals.

"Holdings" shall have the meaning set forth in the preamble.

"Instruments" shall mean all "instruments" as defined in Article 9 of the UCC.

"Insurance" shall mean: (i) all insurance policies covering any or all of the Collateral (regardless of whether the Administrative Agent is the loss payee thereof) and (ii) any key man life insurance policies.

"Intellectual Property" shall mean, collectively, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets, and the Trade Secret Licenses.

"Investment Accounts" shall mean the Collateral Account, Securities Accounts, Commodities Accounts and Deposit Accounts.

"Investment Related Property" shall mean: (i) all "investment property" (as such term is defined in Article 9 of the UCC) and (ii) all of the following (regardless of whether classified as investment property under the UCC): all Pledged Equity Interests, Pledged Debt, the Investment Accounts and certificates of deposit.

"Lenders" shall have the meaning set forth in the recitals.

"Letter of Credit Right" shall mean "letter-of-credit right" as defined in Article 9 of the UCC.

"License Agreements" shall mean collectively any licenses to use any Intellectual Property owned by third parties and any licenses of each Grantor to third parties with respect to any of the Intellectual Property.

"LLC" shall mean any limited liability companies.

"LLC Agreement" shall mean any operating agreements or limited liability company agreements with respect to any LLC.

"Maximum Available Amount" shall have the meaning assigned to such term in Section 8.6.

"Money" shall mean "money" as defined in Article 1 of the UCC.

"Partnership" shall mean any limited partnerships, general partnerships, limited liability partnerships or any other partnerships.

"Partnership Agreement" shall mean any agreement with respect to any Partnerships.

"Patent Licenses" shall mean all agreements providing for the granting of any right in or to Patents (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.5(a)(i) (as such schedule may be amended or supplemented from time to time).

"Patents" shall mean all United States and foreign patents and applications for letters patent throughout the world, including, but not limited to each patent and patent application referred to in Schedule 4.5(a)(i) (as such schedule may be amended or supplemented from time to time), all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights corresponding thereto throughout the world, and all proceeds of the foregoing including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit and the right to sue for past, present and future infringements of any of the foregoing; provided, however, that the foregoing shall not include any item of non-United States intellectual property in those jurisdictions outside the United States where the granting of a security interest in such item of intellectual property would

adversely effect the enforceability of such item of intellectual property under the laws of such jurisdiction.

"Permitted Sale" shall mean those sales, transfers or assignments permitted by Section 6 of the Credit Agreement.

"Pledged Debt" shall mean all Indebtedness owed to such Grantor, including, without limitation, all Indebtedness listed on Schedule 4.4(A) under the heading "Pledged Debt" (as such schedule may be amended or supplemented from time to time), issued by the obligors named therein, the instruments evidencing such Indebtedness, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Indebtedness.

"Pledged Equity Interests" shall mean all Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests and Pledged Trust Interests.

"Pledged LLC Interests" shall mean all interests in any limited liability company including, without limitation, all LLC interests listed on Schedule 1(a) under the heading "Pledged LLC Interest" (as such schedule may be amended or supplemented from time to time), and the certificates, if any, representing such LLC interests and any interest of such Grantor on the books and records of such LLC or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such LLC interests; provided, however that notwithstanding the foregoing, "Pledged LLC Interests" shall not include in excess of 65% of the voting interests and 100% of the non-voting interests of any foreign Person owned by any Grantor; provided, further, however, that immediately upon the amendment of the Tax Code to allow the pledge of a greater percentage of the voting interests in a foreign Person without adverse tax consequences, the Collateral shall include, and the security interest granted by each Grantor shall attach to, such greater percentage of voting interest in such foreign Person.

"Pledged Partnership Interests" shall mean all interests in any Partnership including, without limitation, all Partnership interests listed on Schedule 1(a) under the heading "Pledged Partnership Interests" (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such Partnership interests and any interest of such Grantor on the books and records of

such Partnership or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Partnership interests; provided, however, that notwithstanding the foregoing, "Pledged Partnership Interests" shall not include in excess of 65% of the voting interests and 100% of the non-voting interests of any foreign Person owned by any Grantor; provided, further, however, that immediately upon the amendment of the Tax Code to allow the pledge of a greater percentage of the voting interests in a foreign Person without adverse tax consequences, the Collateral shall include, and the security interest granted by each Grantor shall attach to, such greater percentage of voting interest in such foreign Person.

"Pledged Trust Interests" shall mean all interests in a Delaware business trust or other trust including, without limitation, all trust interests listed on Schedule 1(a) under the heading "Pledged Trust Interests" (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such trust interests and any interest of such Grantor on the books and records of such trust or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such trust interests; provided, however, that notwithstanding the foregoing, "Pledged Trust Interests" shall not include in excess of 65% of the voting interests and 100% of the non-voting interests of any foreign Person owned by any Grantor; provided, further, however, that immediately upon the amendment of the Tax Code to allow the pledge of a greater percentage of the voting interests in a foreign Person without adverse tax consequences, the Collateral shall include, and the security interest granted by each Grantor shall attach to, such greater percentage of voting interest in such foreign Person.

"Pledged Stock" shall mean all shares of capital stock owned by such Grantor, including, without limitation, all shares of capital stock listed on Schedule 1(a) under the heading "Pledged Stock" (as such schedule may be amended or supplemented from time to time), and the certificates, if any, representing such shares and any interest of such Grantor in the entries on the books of the issuer of such shares or on the books of any securities intermediary pertaining to such shares, and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares; provided, however, that notwithstanding the foregoing, "Pledged Stock" shall not include in excess of 65% of the voting interests and

100% of the non-voting interests of any foreign Person owned by any Grantor; provided, further, however, that immediately upon the amendment of the Tax Code to allow the pledge of a greater percentage of the voting interests in a foreign Person without adverse tax consequences, the Collateral shall include, and the security interest granted by each Grantor shall attach to, such greater percentage of voting interest in such foreign Person.

"Pledge Supplement" shall mean any supplement to this agreement in substantially the form of Exhibit A.

"Proceeds" shall mean: (i) all "proceeds" as defined in Article 9 of the UCC, (ii) payments or distributions made with respect to any Investment Related Property and (iii) whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

"Proprietary Software" shall mean all computer programs and documentation therefor, including user manuals and training materials related to any of the foregoing.

"Receivables" shall mean all rights to payment, whether or not earned by performance, for goods or other property sold, leased, licensed, assigned or otherwise disposed of, or services rendered or to be rendered, including, without limitation all such rights constituting or evidenced by any Account, Chattel Paper, Instrument, General Intangible or Investment Related Property, together with all of Grantor's rights, if any, in any goods or other property giving rise to such right to payment and all Collateral Support and Supporting Obligations related thereto and all Receivables Records.

"Receivables Records" shall mean (i) all original copies of all documents, instruments or other writings or electronic records or other Records evidencing the Receivables, (ii) all books, correspondence, credit or other files, Records, ledger sheets or cards, invoices, and other papers relating to Receivables, including, without limitation, all tapes, cards, computer tapes, computer discs, computer runs, record keeping systems and other papers and documents relating to the Receivables, whether in the possession or under the control of Grantor or any computer bureau or agent from time to time acting for Grantor or otherwise, (iii) all evidences of the filing of financing statements and the registration of other instruments in connection therewith, and amendments, supplements or other modifications thereto, notices to other creditors or secured parties, and certificates, acknowledgments, or other writings, including, without limitation, lien search reports, from filing or other registration officers, (iv) all

credit information, reports and memoranda relating thereto and (v) all other written or nonwritten forms of information related in any way to the foregoing or any Receivable.

"Record" shall mean all "records" as defined in Article 9 of the UCC.

"Secured Obligations" shall have the meaning assigned in Section 3.1.

"Secured Parties" means the Lenders, the Lender Counterparties, the Indemnitees and the Sponsor and shall include, without limitation, all former Lenders and Lender Counterparties to the extent that any Obligations owing to such Persons were incurred while such Persons were Lenders or Lender Counterparties and such Obligations have not been paid or satisfied in full.

"Securities Accounts" shall mean all "securities accounts" as defined in Article 8 of the UCC.

"Sponsor" shall have the meaning set forth in the recitals.

"Supporting Obligation" shall mean all "supporting obligations" as defined in Article 9 of the UCC.

"Tax Code" shall mean the United States Internal Revenue Code of 1986, as amended from time to time.

"Trademark Licenses" shall mean any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.5(a)(i) (as such schedule may be amended or supplemented from time to time).

"Trademarks" shall mean all United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to the registrations and applications referred to in Schedule 4.5(a)(i) (as such schedule may be amended or supplemented from time to time), all extensions or renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past,

present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit; provided, however, that the foregoing shall not include any item of non-United States intellectual property in those jurisdictions outside the United States where the granting of a security interest in such item of intellectual property would adversely effect the enforceability of such item of intellectual property under the laws of such jurisdiction.

"Trade Secret Licenses" shall mean any and all agreements providing for the granting of any right in or to Trade Secrets (whether such Grantor is licensee or licensor thereunder).

"Trade Secrets" shall mean all trade secrets and all other confidential or proprietary information and know-how now or hereafter owned or used in, or contemplated at any time for use in, the business of such Grantor (all of the foregoing being collectively called a "Trade Secret"), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, the right to sue for past, present and future infringement of any Trade Secret, and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit; provided, however, that the foregoing shall not include any item of non-United States intellectual property in those jurisdictions outside the United States where the granting of a security interest in such item of intellectual property would adversely effect the enforceability of such item of intellectual property under the laws of such jurisdiction.

"UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of New York or, when the context implies, the Uniform Commercial Code as in effect from time to time in any other applicable jurisdiction.

"United States" shall mean the United States of America.

1.2. Definitions; Interpretation.

All capitalized terms used herein (including the preamble and recitals hereto) and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement or, if not defined therein, in the UCC. References to "Sections," "Exhibits" and "Schedules" shall be to Sections, Exhibits and Schedules, as the case may

be, of this Agreement unless otherwise specifically provided. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use herein of the word "include" or "including", when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. If any conflict or inconsistency exists between this Agreement and the Credit Agreement, the Credit Agreement shall govern. All references herein to provisions of the UCC shall include all successor provisions under any subsequent version or amendment to any Article of the UCC.

SECTION 2. GRANT OF SECURITY

2.1. Grant of Security. Each Grantor hereby grants to the Administrative Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under all personal property of such Grantor including, but not limited to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (all of which being hereinafter collectively referred to as the "Collateral"):

- (a) Accounts;
- (b) Chattel Paper;
- (c) Documents;
- (d) General Intangibles;
- (e) Goods;
- (f) Instruments;
- (g) Insurance;

- (h) Intellectual Property;
- (i) Investment Related Property;
- (j) Letter of Credit Rights;
- (k) Money;
- (l) Receivables and Receivable Records;
- (m) Commercial Tort Claims;
- (n) to the extent not otherwise included above, all Collateral Records, Collateral Support and Supporting Obligations relating to any of the foregoing; and
- (o) to the extent not otherwise included above, all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

2.2. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 2.1 hereof attach to (a) any property subject to a Lien granted pursuant to Section 6.2(l) of the Credit Agreement; or (b) any Lease, license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such Lease license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided however that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such Lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above.

SECTION 3. SECURITY FOR OBLIGATIONS; GRANTORS REMAIN LIABLE

3.1. Security for Obligations. This Agreement secures, and the Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations of every Grantor, and all obligations of every Grantor under or in respect of the Sponsor Letter of Creditor Reimbursement Agreement or the Sponsor Letter of Credit (the "Secured Obligations").

3.2. Continuing Liability Under Collateral. Notwithstanding anything herein to the contrary, (i) each Grantor shall remain liable for all obligations under the Collateral and nothing contained herein is intended or shall be a delegation of duties to the Administrative Agent or any Secured Party and (ii) each Grantor shall remain liable under each of the agreements included in the Collateral, including, without limitation, any agreements relating to Pledged Partnership Interests or Pledged LLC Interests, to perform all of the obligations undertaken by it thereunder all in accordance with and pursuant to the terms and provisions thereof and neither the Administrative Agent nor any Secured Party shall have any obligation or liability under any of such agreements by reason of or arising out of this Agreement or any other document related thereto nor shall the Administrative Agent nor any Secured Party have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement included in the Collateral, including, without limitation, any agreements relating to Pledged Partnership Interests or Pledged LLC Interests, (iii) the exercise by the Administrative Agent of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral.

SECTION 4. REPRESENTATIONS AND WARRANTIES

Each Grantor hereby represents and warrants to Administrative Agent and each Lender, which representations and warranties shall survive execution and delivery of this Agreement, as follows:

4.1. Generally. Each of the representations and warranties set forth in Section 4 of the Credit Agreement is true and correct as if fully set forth herein.

4.2. No Other Liens. (a) Except for the Lien granted to Administrative Agent hereunder and except as otherwise permitted in the Credit Agreement, such Grantor owns, licenses or leases and, as to all Collateral whether now existing or hereafter acquired will continue to own, license or lease each item of the Collateral pledged by it, free and clear of any and all Liens of all other Persons other than Permitted Liens, and such Grantor shall defend the Collateral against all claims and demands of all Persons at any time claiming the same or any interest therein adverse to Administrative Agent.

(b) Except as otherwise permitted in the Credit Agreement, no effective financing statement or other evidence of Lien covering or purporting to cover any of the Collateral is on file in any public office other than (i) financing statements filed or to be filed in connection with the security interests granted to Administrative Agent hereunder, (ii) financing statements for which proper termination statements have been delivered to Administrative Agent for filing and (iii) financing statements filed in connection with Permitted Liens. Such Grantor has not consented to any Person other than Administrative Agent having "control" (within the meaning of Sections 8-106, 9-104, 9-105, 9-106 and 9-107 of the UCC) over the Collateral Account or any other Collateral.

4.3. Perfected Liens; Priority. (a) The security interests in the Collateral granted to Administrative Agent hereunder constitute valid security interests in the Collateral. In addition, to the extent any Grantor or any portion of the Collateral is located in, or otherwise subject to, the laws of any jurisdiction outside of the United States, at the reasonable request of the Administrative Agent, each Grantor shall take all reasonable steps necessary under such foreign law to ensure that the Administrative Agent has a valid and perfected security interest in all of the Collateral.

(b) (i) Upon the filing of financing statements naming such Grantor, as "debtor" and Administrative Agent as "secured party" and describing the Collateral in the filing offices set forth on Schedule 4.3 hereto and (ii) to the extent not subject to Article 9 of the UCC, (x) in the case of registered and applied for Intellectual Property, upon the recordation of the security interests granted hereunder in the applicable patent, trademark, and copyright registries (with respect to non-U.S. Intellectual Property, only to the extent that the security interest in such Intellectual Property can be perfected in such jurisdictions outside the U.S. and only to the extent that such perfection will not adversely effect the enforceability of such Intellectual Property), (y) with respect to

copyrights, upon the registration of such copyrights and the taking of the actions set forth in item (x) above and (z) in the case of motor vehicles, upon the notation of the Lien created hereby upon the certificate of title for such motor vehicle if required by applicable law, the security interests in the Collateral granted to Administrative Agent hereunder will constitute perfected security interests therein superior and prior to all Liens other than Permitted Liens.

4.4. Investment Related Property. All of the Pledged Equity Interests owned by such Grantor has been duly authorized and validly issued and is fully paid and non-assessable; the Pledged Equity Interests owned by such Grantor constitute the percentage of the issued and outstanding equity securities of each issuer thereof set forth on Schedule I(a), and there are no outstanding warrants, options or other rights to purchase, or other agreements outstanding with respect to, or property that is now or hereafter convertible into, or that requires the issuance or sale of, any of the Pledged Equity Interests; (c) the certificates delivered to Administrative Agent hereunder constitute all certificates representing the Pledged Equity Interests; (d) all of the Pledged Debt owned by such Grantor has been duly authorized, authenticated or issued, and delivered and is the legal, valid and binding obligation of the issuers thereof and is not in default and the Pledged Debt, delivered to Administrative Agent hereunder constitutes all of the issued and outstanding Indebtedness (which includes all Indebtedness owing to such Grantor evidenced by a promissory note) evidenced by an instrument or promissory note owing to such Grantor; (e) with respect to any Uncertificated Securities, each Grantor has caused the issuer of such Uncertificated Security to either (i) register the Administrative Agent as the registered owner thereof or (ii) or agree in writing to comply with instructions originated by the Administrative Agent with respect to such Uncertificated Security without further consent by the Grantor or any other person; (f) with respect to any Investment Related Property, no consent of any Person, including any other limited or general partner of the Partnerships, any other member of any LLC, or any creditor of any Grantor, is required (without regard to Sections 9-406 through 9-409 of the UCC) for either the grant by any Grantor of the security interests granted hereby, the execution, delivery or performance of this Agreement by any Grantor, or the perfection of or the exercise by Administrative Agent of its rights and remedies hereunder (except as may have been taken by or at the direction of any Grantor); (g) each Grantor has taken all steps necessary to ensure that the Administrative Agent has "control" within the meaning of Section 9-106 of the UCC over all Securities Accounts, Commodities Accounts, Securities Entitlements and Commodity Contracts; (h) each Grantor has taken all steps necessary to ensure that the Administrative Agent has "control" within the meaning of Section 9-104 of the UCC over the Collateral Account; (i) each Grantor has taken all steps necessary to ensure that

the Administrative Agent has "control" within the meaning of Section 9-107 of the UCC over all Letter of Credit Rights; (j) each Grantor has taken all steps necessary to ensure that the Administrative Agent has "control" within the meaning of Section 9-105 of the UCC over all electronic Chattel Paper; and (k) none of the Pledged Partnership Interests or Pledged LLC Interests are governed by Article 8 of the Uniform Commercial Code of any jurisdiction pursuant to Section 8-103 thereof or otherwise.

4.5. Intellectual Property. (a) (i) As of the date hereof, Schedule 4.5(a)(i) sets forth, for all Intellectual Property owned by each Grantor, a complete and accurate list, of all U.S. and foreign: (A) patents and patent applications; (B) trademark and service mark registrations (including Internet domain name registrations) and trademark and service mark applications; and (C) copyright registrations, copyright applications owned by any Grantor and all copyrights exclusively licensed registered to any Grantor. As of the date hereof, none of the Grantors owns or exclusively licenses either individually or in the aggregate any material registered copyrights.

(b) As of the date hereof, Schedule 4.5(b)(ii) sets forth a complete and accurate list of all License Agreements to which any Grantor is a party or otherwise bound, either as licensee or licensor thereunder, and which are material to the operation of the business of the Borrower and its subsidiaries taken as a whole.

(c) (i) Each Grantor owns or has the right to use all Intellectual Property used in or necessary to its business (except to the extent that failure to own or have the right to use such Intellectual Property would not have a Material Adverse Effect) free and clear of all Liens other than Permitted Liens; (ii) except as would not, individually or in the aggregate, have a Material Adverse Effect, any Intellectual Property owned by any Grantor is in full force and effect and has not been cancelled, expired or abandoned and to the best of each Grantor's knowledge is valid; (iii) as of the date hereof, except as set forth on Schedule 4.5(c)(iii), no Grantor has received notice from any third party regarding any actual or potential infringement, dilution, misappropriation or other violation by Grantor of any intellectual property rights of such third party which claim, if adversely decided, is reasonably likely to have a Material Adverse Effect and, to the best of each Grantor's knowledge, the conduct of its business as currently conducted does not infringe on the intellectual property of any third party; (iv) as of the date hereof, except as set forth on Schedule 4.5(c)(iv) no Grantor has received written notice from any third party regarding any assertion or claim challenging the validity of any Intellectual Property owned or used by such Grantor and no Grantor has any knowledge of any basis for such a claim; (v) as of the date hereof, no Grantor has licensed or sublicensed any rights in any Intellectual Property, or received or been granted any such

rights, other than pursuant to the License Agreements; (vi) except as set forth on Schedule 4.5(c)(vi), to the best of each Grantor's knowledge, no third party is materially infringing, diluting, misappropriating or otherwise violating any Intellectual Property owned by any Grantor; (vii) the License Agreements are valid and binding obligations of the applicable Grantor, enforceable in accordance with their terms, and there exists no event or condition which will result in a violation or breach of, or constitute a default by such Grantor or, to the knowledge of any Grantor, the other party thereto, under any such License Agreement; (viii) each of the Grantors takes reasonable measures to protect the confidentiality of material Trade Secrets including requiring third parties having access thereto to execute written nondisclosure agreements and no material Trade Secret of any Grantor has been authorized to be disclosed to any third party or, to the best of each Grantor's knowledge, has been disclosed to any third party, other than pursuant to a written nondisclosure agreement that adequately protects the Grantor's proprietary interests in and to such material Trade Secrets; (ix) the consummation of the Transactions will not result in the loss or impairment of any Grantor to own or use any of the Intellectual Property which are material to the business of the Borrower and its subsidiaries taken as a whole, nor, except as set forth on Schedule 4.5(c)(ix), will such consummation require the consent of any third party in respect of any Intellectual Property which, individually or in the aggregate, are material to the operation of the Business of the Borrower and its subsidiaries taken as a whole; and (x) all Proprietary Software owned by any Grantor was either developed (A) by employees of a Grantor within the scope of their employment; or (B) by independent contractors who have assigned all of their rights to a Grantor pursuant to written agreement.

(d) No Grantor employs any employee, contractor or consultant who, to any Grantor's knowledge, is in violation of any material term of any employment contract, non-disclosure agreement or any other written contract or agreement relating to the relationship of any such employee, consultant or contractor with such Grantor or, to such Grantor's knowledge, with another party that could reasonably be expected to negatively affect such Grantor's rights in or the enforceability of any material Intellectual Property.

4.6. Location of Equipment and Inventory. All of the Equipment and Inventory is, as of the date hereof, located in the jurisdictions specified in Schedule 4.6. Any goods now or hereafter produced by any Grantor included in the Collateral have been and will be produced in compliance with the requirements of the Fair Labor Standards Act, as amended.

4.7. Office Locations. As of the date hereof the chief place of business, the chief executive office and the offices where such Grantor keeps its records regarding the

Accounts and all originals of all chattel paper or contracts that evidence Accounts is, and, except as otherwise indicated on Schedule 4.7, has been for the four month period preceding the date hereof, located at the places indicated on Schedule 4.7.

4.8. Other Names. No Grantor has in the past five (5) years done, and does not now do, business under any other name (including any trade-name or fictitious business name) except for those names set forth on Schedule 4.8.

4.9. Registered Organization Status. Each Grantor has been duly organized as the type of entity set forth opposite its name on Schedule 4.8 (as such schedule may be amended or supplemented from time to time) and is solely organized under the laws of the jurisdiction set forth opposite its Schedule 4.8 and remains duly existing as such. The organizational identification number, if any, for each Grantor is set forth on Schedule 4.9 (as such schedule may be amended or supplemented from time to time). Each Grantor has not filed any certificates of domestication, transfer or continuance in any other jurisdiction.

4.10. Delivery of Certain Collateral. All notes and instruments (excluding checks) and all certificated securities and letters of credit comprising any and all material terms of collateral have been delivered to the Administrative Agent and all such instruments and certificated securities have been duly endorsed and accompanied by duly executed instruments of transfer or assignments in blank.

4.11. Accounts. Each Account (i) is and will be the legal, valid and binding obligation of the account debtor in respect thereof, representing an unsatisfied obligation of such account debtor and (ii) is and will be enforceable in accordance with its terms except where the failure to be so could not have a Material Adverse Effect. None of the account debtors in respect of any Account in a material aggregate amount is the government of the United States, any agency or instrumentality thereof, any state or municipality or any foreign sovereign. No material Accounts with respect to the payment of monies to a Grantor require the consent of the account debtor in respect thereof in connection with the pledge hereunder, except any consent which has been obtained.

4.12. Commercial Tort Claims. Each Grantor hereby represents and warrants that Schedule 4.12 (as such schedule may be amended or supplemented from time to time) sets forth all Commercial Tort Claims of each Grantor in excess of \$100,000 individually.

SECTION 5. FURTHER ASSURANCES; ADDITIONAL GRANTORS

5.1. Generally. Each Grantor agrees that from time to time, at the expense of Grantors, such Grantor will promptly execute and deliver all further agreements, instruments and documents, and take all further action, that may be necessary or that Administrative Agent may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, each Grantor will file such financing or continuation statements, or amendments thereto, and execute and deliver such other instruments, endorsements, powers of attorney or notices, as may be necessary, or as Administrative Agent may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby; at any reasonable time, upon reasonable request by Administrative Agent, exhibit the Collateral to and allow inspection of the Collateral by Administrative Agent, or persons designated by Administrative Agent; (a) use commercially reasonable efforts to obtain any necessary consents of third parties to the assignment and perfection of a security interest to Administrative Agent with respect to any Collateral; and (b) at Administrative Agent's request, use commercially reasonable actions to appear in and defend any action or proceeding that may affect Grantor's title to or Administrative Agent's security interest in all or any part of the Collateral. Each Grantor hereby authorizes Administrative Agent to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of Grantor provided that Administrative Agent shall provide copies thereof to such Grantor. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as the Administrative Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted to the Administrative Agent herein, including, without limitation, describing such property as "all assets" or "all personal property, whether now owned or hereafter acquired." Each Grantor agrees that a carbon, photographic or other reproduction of this Agreement or of a financing statement signed by Grantor shall be sufficient as a financing statement and may be filed as a financing statement in any and all jurisdictions. Each Grantor will furnish to Administrative Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Administrative Agent may reasonably request, all in reasonable detail and in form reasonably satisfactory to Administrative Agent.

5.2. Investment Related Property. (a) Each Grantor agrees that it will, upon obtaining any Pledged Equity Interests or Pledged Debt promptly (and in any event within five Business Days) deliver to Administrative Agent a Pledge Supplement, duly executed by Grantor, in respect of such Pledged Equity Interests or Pledged Debt. All certificates, instruments or promissory notes representing or evidencing the Collateral shall be delivered to and held by or on behalf of Administrative Agent pursuant hereto and shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to Administrative Agent. Each Grantor hereby authorizes Administrative Agent to attach each Pledge Supplement to this Agreement and agrees that all Pledged Equity Interests and Pledged Debt of any Grantor listed on any Pledge Supplement shall for all purposes hereunder be considered Collateral of such Grantor; provided, the failure of any Grantor to execute a Pledge Supplement with respect to any Pledged Equity Interests and Pledged Debt pledged pursuant to this Agreement shall not impair the security interest of Administrative Agent therein or otherwise adversely affect the rights and remedies of Administrative Agent hereunder with respect thereto.

(b) Each Grantor shall cause each Person which is an issuer of an uncertificated security included in the Collateral to execute and deliver all instruments and documents as may be necessary, or that Administrative Agent may reasonably request, in order to perfect and protect any security interest granted or purported to be granted in such uncertificated securities, to establish "control" (as such term is defined in the UCC) by Administrative Agent over such Collateral or to enable Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to such Collateral, including registering Administrative Agent as the owner of such uncertificated securities or delivering to Administrative Agent an agreement (in a form satisfactory to Administrative Agent) executed by such Grantor, the issuer of such uncertificated securities and Administrative Agent, pursuant to which the issuer and such Grantor agrees to Administrative Agent's "control" (within the meaning of Section 8-106 of the UCC) of the uncertificated securities. Each Grantor shall take all further action Administrative Agent may reasonably request to give effect to the foregoing.

(c) Each Grantor shall notify Administrative Agent promptly upon obtaining any security entitlement or securities account. Upon the request of Administrative Agent, each Grantor shall enter into, and shall cause each Person which is a Securities Intermediary with respect to any security entitlement or securities account of such Grantor to enter into, a control agreement, in substantially the form of Exhibit C (a "Control Agreement"), and shall take all further action Administrative Agent may reasonably request, in order to perfect and protect any security interest granted or

purported to be granted in such security entitlement or securities account, to establish "control" (as such term is defined in the UCC) by Administrative Agent over such Collateral or to enable Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to such Collateral, and shall deliver to Administrative Agent a Control Agreement, duly executed by such Grantor and such Securities Intermediary.

(d) With respect to any Securities Accounts, Commodities Accounts, Securities Entitlements and Commodity Contracts in which any Grantor hereafter acquires rights, such Grantor shall take all steps necessary to ensure that the Administrative Agent has "control" within the meaning of Section 9-106 and 8-106 of the UCC over such Securities Accounts, Commodities Accounts, Securities Entitlements and Commodity Contracts; and

(e) No Grantor shall consent to any Partnership or LLC electing to have their interests governed by Article 8 of the Uniform Commercial Code of any jurisdiction without the prior written consent of the Administrative Agent and in any event shall promptly inform the Administrative Agent in writing of any such election and take all action requested by the Administrative Agent to perfect and establish the Administrative Agent's control over such interests.

5.3. Intellectual Property Collateral. If any Grantor shall hereafter obtain rights to any new Intellectual Property or become entitled to the benefit of any new Intellectual Property the provisions of this Agreement shall automatically apply thereto. Following the filing, registration or acquisition by Grantor of any registration or application for any Intellectual Property, each Grantor shall promptly (but in no event more than 30 days thereafter) notify Administrative Agent in writing of such filing, registration or acquisition and shall execute and deliver to Administrative Agent and record in all places where the security interests in Intellectual Property granted hereunder are to be recorded a Pledge Supplement or, as reasonably requested by Administrative Agent, such other document for which it is necessary to record the Administrative Agent's security interest, pursuant to which Grantor shall confirm the grant to Administrative Agent of a security interest in such Intellectual Property to the extent of Grantor's interest in such Intellectual Property. In addition to the foregoing, each Grantor hereby authorizes Administrative Agent to modify this Agreement without obtaining Grantor's approval of or signature to such modification by amending Schedule 4.5(a)(i) to include reference to any right, title or interest in any existing Intellectual Property or any Intellectual Property acquired or developed by Grantor after the

execution hereof or to delete any reference to any right, title or interest in any Intellectual Property in which Grantor no longer has or claims any right, title or interest.

5.4. Accounts. Each Grantor shall mark conspicuously each item of chattel paper included in the Accounts and, at the reasonable request of Administrative Agent, each of its records pertaining to the Collateral, with a legend, in form and substance reasonably satisfactory to Administrative Agent, indicating that such Collateral is subject to the security interest granted hereby, and deliver and pledge to Administrative Agent hereunder all material promissory notes and other instruments (excluding checks) and all original counterparts of chattel paper constituting Collateral, duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance reasonably satisfactory to Administrative Agent and shall deliver all other promissory notes, instruments and chattel paper upon the reasonable request of the Administrative Agent.

5.5. Equipment. Each Grantor shall promptly after the acquisition by such Grantor of any material item of Equipment which is covered by a certificate of title under a statute of any jurisdiction under the law of which indication of a security interest on such certificate is required as a condition of perfection thereof, notify Administrative Agent and upon the reasonable request of Administrative Agent, execute and file with the registrar of motor vehicles or other appropriate authority in such jurisdiction an application or other document requesting the notation or other indication of the security interest created hereunder on such certificate of title, and upon the reasonable request of Administrative Agent, deliver to Administrative Agent copies of all such applications or other documents filed during such calendar quarter and copies of all such certificates of title issued during such calendar quarter indicating the security interest created hereunder in the material items of Equipment covered thereby.

5.6. Additional Grantors. From time to time subsequent to the date hereof, additional Persons may, and shall if required by Section 5.9 of the Credit Agreement, become parties hereto as additional Grantors (each, an "Additional Grantor"), by executing a Counterpart Agreement. Upon delivery of any such Counterpart Agreement to Administrative Agent, notice of which is hereby waived by Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder, nor by any election of Administrative Agent not to cause any Subsidiary of the Borrower to become an Additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor that is or becomes a party hereto

regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

5.7. Commercial Tort Claims. Each Grantor hereby covenants and agrees that with respect to any Commercial Tort Claims in excess of \$100,000 individually hereafter arising it shall deliver to Administrative Agent a completed Pledge Supplement, together with all supplements to Schedules thereto, identifying such new Commercial Tort Claims.

SECTION 6. COVENANTS OF GRANTORS

6.1. Generally. Except as otherwise permitted in the Credit Agreement, each Grantor shall except for the security interest created by this Agreement, not create or suffer to exist any Lien upon or with respect to any of the Collateral, except Permitted Liens; not use or permit any Collateral to be used unlawfully or in violation of any provision of this Agreement or any material statute, regulation or ordinance or any policy of insurance covering the Collateral; notify Administrative Agent of any change in Grantor's name, identity, corporate structure, jurisdiction of organization, organizational identification number or the establishment of any trade names at least 15 days prior to any such change; (a) give Administrative Agent fifteen (15) days' prior written notice of any change in such Grantor's chief place of business, chief executive office or residence or the office where such Grantor keeps its records regarding the Accounts and all originals of all chattel paper that evidence Accounts; (b) hereafter use commercially reasonable efforts so as not to permit the inclusion in any material contract to which it hereafter becomes a party of any provision that could or might in any way materially impair or prevent the creation of a security interest in, or the assignment of, such contract by such Grantor; (c) if Administrative Agent gives value to enable Grantor to acquire rights in or the use of any Collateral, use such value for such purposes; (d) pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Collateral, except to the extent permitted by the Credit Agreement; and (e) upon any officer of such Grantor obtaining knowledge thereof, promptly notify Administrative Agent in writing of any event that could reasonably be expected to materially and adversely affect the value of a material portion of the Collateral, the ability of Grantor or Administrative Agent to dispose of the Collateral or any material portion thereof, or the rights and remedies of Administrative Agent in relation thereto, including, without limitation, the levy of any legal process against the Collateral or any material portion thereof. No Grantor shall sell, transfer or assign (by operation of law or otherwise) any Collateral except as permitted by Section 6.7 of the Credit Agreement

(a "Permitted Sale"). So long as no Event of Default shall have occurred and is then continuing or would occur after giving effect to a Permitted Sale, and the Net Asset Sale Proceeds with respect to such Permitted Sale are delivered to Administrative Agent contemporaneously with such Permitted Sale to the extent required by the Credit Agreement or are otherwise applied as required by the Credit Agreement, Administrative Agent shall release the Lien hereof encumbering the Collateral that is the subject of such Permitted Sale. Administrative Agent shall authorize the filing of each and every appropriate filing statement and/or recording document reasonably requested by any Grantor in connection with the foregoing. Any reasonable expense or cost incurred by Administrative Agent in connection with any such release shall be for the account of the applicable Grantor. Subject to the limitations contained in the Credit Agreement, the Administrative Agent shall at all times have full and free access during normal business hours to all the books, correspondence and records of each Grantor, and the Administrative Agent and its representatives may examine the same, take extracts therefrom and make photocopies thereof, and each Grantor agrees to render to the Administrative Agent, at the Grantor's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto. Subject to the limitations contained in the Credit Agreement, the Administrative Agent and its representatives shall at all times also have the right to enter and inspect any property of each Grantor into and upon any premises where any of the Inventory or Equipment is located for the purpose of inspecting the same, observing its use or otherwise protecting its interests therein.

6.2. Investment Related Property.

(a) Delivery. (i) All certificates, notes or instruments representing or evidencing the Investment Related Property shall be delivered to and held by or on behalf of Administrative Agent pursuant hereto and shall be in suitable form for transfer by delivery or, as applicable, shall be accompanied by Grantor's endorsement, where necessary, or duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to Administrative Agent. Upon the occurrence and during the continuation of an Event of Default, Administrative Agent shall have the right, without notice to any Grantor, to transfer to or to register in the name of Administrative Agent or any of its nominees any or all of the Investment Related Property. For the better perfection of Administrative Agent's rights in and to the Investment Related Property, if requested by Administrative Agent during the continuance of an Event of Default such Grantor shall forthwith, upon the pledge of any Investment Related Property hereunder, cause such Investment Related Property to be registered in the name of such nominee or nominees as Administrative Agent shall direct. In addition, Administrative Agent

shall have the right at any time during the continuance of an Event of Default to exchange certificates or instruments representing or evidencing Investment Related Property for certificates or instruments of smaller or larger denominations.

(ii) Each Grantor hereby consents to the pledge of the Pledged Partnership Interests by each other Grantor in each Partnership pursuant to the terms hereof, and, subject to Section 8, to the transfer of such Pledged Partnership Interests to Administrative Agent or its nominee and to the substitution of Administrative Agent or its nominee as a substituted partner of each such Partnership with all the rights, powers and duties of a general partner or a limited partners, as the case may be. Each Grantor hereby agrees it shall never vote for any amendment to any Partnership Agreement which causes its interest to become a "security" (as defined in the Article 8 of the UCC) that is not a "certificated security" (as defined in Article 8).

(iii) Each Grantor hereby consents to the pledge of the Pledged LLC Interests by each other Grantor in each LLC pursuant to the terms hereof, and, subject to Section 8, to the transfer of such Pledged LLC Interests to Administrative Agent or its nominee and to the substitution of Administrative Agent or its nominee as a substituted member of the LLC with all the rights, powers and duties of a member of the LLC in question. Each Grantor hereby agrees it shall never vote for any amendment to any LLC agreement which causes its interest to become a "security" (as defined in the Article 8 of the UCC) that is not a "certificated security" (as defined in Article 8).

(b) Covenants. Each Grantor shall (i) not permit any issuer of Pledged Equity Interests to merge or consolidate unless all the outstanding Capital Stock of the surviving or resulting corporation issued in respect of such Pledged Equity Interests is, upon such merger or consolidation, pledged hereunder and no Cash, securities or other property is distributed in respect of such Pledged Equity Interests; (ii) cause each issuer of Pledged Securities that is a Subsidiary of such Grantor not to issue any stock or other securities in addition to or in substitution for the Pledged Equity Interests issued by such issuer, except to such Grantor; (iii) deliver to Administrative Agent, promptly upon their issuance, any and all instruments or promissory notes or other evidences of Pledged Debt; (iv) promptly deliver to Administrative Agent all written notices received by it with respect to the Investment Related Property; (v) deliver to Administrative Agent, promptly upon its acquisition (directly or indirectly) thereof, any and all certificates evidencing Pledged Equity Interests evidenced by a certificate; (vi) register the Administrative Agent as the registered owner of all uncertificated securities constituting part of the Pledged Equity Interests hereunder in the books and records of each issuer (or deliver to Administrative Agent a control agreement in a form satisfactory to

Administrative Agent) with respect thereto; (vi) promptly deliver to Administrative Agent notice of the conversion of any partnership interests in a Partnership Agreement or any membership interests in a LLC to certificated form; (vii) not, except as otherwise permitted in the Credit Agreement, (A) cancel or terminate any of the Partnership Agreements or LLC Agreements or consent to or accept any cancellation or termination thereof, (B) sell, assign (by operation of law or otherwise) or otherwise dispose of any part of its Pledged Partnership Interests or its Pledged LLC Interests, (C) amend, supplement or otherwise modify any of the Partnership Agreements or any of the LLC Agreements (as in effect on the date hereof or the date of execution thereof), (D) waive any default under or breach of any of the Partnership Agreements or any of the LLC Agreements or waive, fail to enforce, forgive or release any right, interest or entitlement of any kind, howsoever arising, under or in respect of any of the Partnership Agreements or any of the LLC Agreements or vary or agree to the variation in any respect of any of the provisions of any of the Partnership Agreements or any of the LLC Agreements or the performance of any other Person under any of the Partnership Agreements or any of the LLC Agreements, or (E) petition, request or take any other legal or administrative action which seeks, or may reasonably be expected, to rescind, to terminate or to suspend any of the Partnership Agreements or any of the LLC Agreements or to amend or modify any of the Partnership Agreements or any of the LLC Agreements; (viii) except as otherwise permitted in the Credit Agreement, at its expense (A) perform and comply in all material respects with all terms and provisions of the Partnership Agreements and the LLC Agreements required to be performed or complied with by it, (B) maintain the Partnership Agreements and the LLC Agreements to which it is a party in full force and effect, and (C) enforce each of the Partnership Agreements and each of the LLC Agreements to which it is a party in accordance with its terms; and (ix) except as otherwise permitted by the terms of the Credit Agreement, not vote to permit the Partnerships or the LLCs to enter into any transaction of merger or consolidation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution); provided that the foregoing clauses (vii), (viii) and (ix) shall also apply to any subsequent partnership and limited liability company agreements to which any Grantor becomes a party.

(c) Voting and Distributions. (i) So long as no Event of Default shall have occurred and be continuing, each Grantor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Investment Related Property or any part thereof for any purpose that could not reasonably be expected to result in an Event of Default. Grantor shall be entitled to receive and retain, and to utilize free and clear of the Lien of this Agreement, any and all dividends and interest paid in respect of the Investment Related Property; provided, any and all dividends and interest paid or

payable other than in Cash in respect of, and instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, any Investment Related Property, dividends and other distributions paid or payable in Cash in respect of any Investment Related Property in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in-surplus, and Cash paid, payable or otherwise distributed in respect of principal or in redemption of or in exchange for any Investment Related Property, shall be, and shall forthwith be delivered to Administrative Agent to hold as, Investment Related Property and shall, if received by Grantor, be received in trust for the benefit of Administrative Agent, be segregated from the other property or funds of Grantor and be forthwith delivered to Administrative Agent as Investment Related Property in the same form as so received (with all necessary endorsements). Administrative Agent shall promptly execute and deliver (or cause to be executed and delivered) to Grantor all such proxies, dividend payment orders and other instruments as Grantor may from time to time reasonably request for the purpose of enabling Grantor to exercise the voting and other consensual rights when and to the extent which it is entitled to exercise pursuant to clause (i) above and to receive the dividends, principal or interest payments which it is authorized to receive and retain pursuant to the preceding sentence.

(ii) Upon the occurrence and during the continuation of an Event of Default, (A) upon written notice from Administrative Agent to any Grantor, all rights of Grantor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant hereto shall cease, and all such rights shall thereupon become vested in Administrative Agent who shall thereupon have the sole right to exercise such voting and other consensual rights; (B) all rights of Grantor to receive the dividends and interest payments which it would otherwise be authorized to receive and retain pursuant hereto shall cease, and all such rights shall thereupon become vested in Administrative Agent who shall thereupon have the sole right to receive and hold as Investment Related Property such dividends and interest payments; (C) except as otherwise permitted under Section 6.4 of the Credit Agreement after an Event of Default with respect to payments made to Holdings, all payments which are received by Grantor contrary to the provisions of clause (B) above shall be received in trust for the benefit of Administrative Agent, shall be segregated from other funds of Grantor and shall forthwith be paid over to Administrative Agent as Investment Related Property in the same form as so received (with any necessary endorsements); and (D) except as otherwise permitted under Section 6.4 of the Credit Agreement after an Event of Default with respect to payments made to Holdings, all rights of such Grantor or receive any and all payments under or in connection with the Partnership Agreements and/or the LLC Agreements, including but not limited to the profits, dividends, and other distributions

which it would otherwise be authorized to receive and retain pursuant hereto, shall cease, and all such rights shall thereupon become vested in Administrative Agent who shall thereupon have the sole right to receive and hold such payments as Collateral.

(iii) IN ORDER TO PERMIT ADMINISTRATIVE AGENT TO EXERCISE THE VOTING AND OTHER CONSENSUAL RIGHTS WHICH IT MAY BE ENTITLED TO EXERCISE PURSUANT HERETO AND TO RECEIVE ALL DIVIDENDS AND OTHER DISTRIBUTIONS WHICH IT MAY BE ENTITLED TO RECEIVE HEREUNDER, (A) EACH GRANTOR SHALL PROMPTLY EXECUTE AND DELIVER (OR CAUSE TO BE EXECUTED AND DELIVERED) TO ADMINISTRATIVE AGENT ALL SUCH PROXIES, DIVIDEND PAYMENT ORDERS AND OTHER INSTRUMENTS AS ADMINISTRATIVE AGENT MAY FROM TIME TO TIME REASONABLY REQUEST, AND (B) WITHOUT LIMITING THE EFFECT OF CLAUSE (A) ABOVE, EACH GRANTOR HEREBY GRANTS TO ADMINISTRATIVE AGENT AN IRREVOCABLE PROXY TO VOTE THE PLEDGED EQUITY INTERESTS AND TO EXERCISE ALL OTHER RIGHTS, POWERS, PRIVILEGES AND REMEDIES TO WHICH A HOLDER OF THE PLEDGED EQUITY INTERESTS WOULD BE ENTITLED (INCLUDING GIVING OR WITHHOLDING WRITTEN CONSENTS OF SHAREHOLDERS, CALLING SPECIAL MEETINGS OF SHAREHOLDERS AND VOTING AT SUCH MEETINGS), WHICH PROXY SHALL BE EFFECTIVE, AUTOMATICALLY AND WITHOUT THE NECESSITY OF ANY ACTION (INCLUDING ANY TRANSFER OF ANY PLEDGED EQUITY INTERESTS ON THE RECORD BOOKS OF THE ISSUER THEREOF) BY ANY OTHER PERSON (INCLUDING THE ISSUER OF THE PLEDGED EQUITY INTERESTS OR ANY OFFICER OR AGENT THEREOF), UPON THE OCCURRENCE AND DURING THE CONTINUATION OF AN EVENT OF DEFAULT, AND WHICH PROXY SHALL ONLY TERMINATE UPON THE PAYMENT IN FULL OF THE SECURED OBLIGATIONS.

6.3. Collateral Account Administrative Agent is hereby authorized to establish and maintain the Collateral Account under the sole dominion and control of Administrative Agent. Amounts shall, without limitation, be deposited in the Collateral Account pursuant to Sections 6.6 and 8 hereof and as set forth in each other Collateral Document. All amounts at any time held in the Collateral Account shall be beneficially owned by the Borrower but shall be held subject to the security interest of Administrative Agent, for the benefit of Lenders, Lender Counterparties, Sponsor and Indemnitees, as collateral security for the Secured Obligations upon the terms and conditions set forth herein. Upon the occurrence and during the continuation of an Event of Default, the Borrower shall have no right to withdraw, transfer or otherwise receive any funds

deposited into the Collateral Account. Administrative Agent agrees (i) that it shall not deliver a Notice of Sole Control (as such term is defined in the Blocked Account Agreement) with respect to the Collateral Account and (ii) except as set forth in Section 3 of the Blocked Account Agreement, shall not issue any instructions and shall have no right to withdraw, transfer or otherwise receive any funds deposited into the Collateral Account until the occurrence of an Event of Default. Anything contained herein to the contrary notwithstanding, the Collateral Account shall be subject to such applicable laws, and such applicable regulations of the Board of Governors of the Federal Reserve System and of any other appropriate banking or governmental authority, as may now or hereafter be in effect. Except as otherwise provided in this agreement, all deposits of funds in the Collateral Account shall be made by wire transfer (or, if applicable, by intra-bank transfer from another account of the Borrower) of immediately available funds in accordance with written wire transfer instructions provided to the Borrower by Administrative Agent. The Borrower shall, promptly after initiating a transfer of funds to the Collateral Account, give notice to Administrative Agent by telefacsimile of the date, amount and method of delivery of such deposit.

6.4. Intellectual Property Collateral

(a) Covenants. Each Grantor shall hereafter use commercially reasonable efforts to prohibit the inclusion in any material contract to which it hereafter becomes a party of any provision that could in any way materially impair or prevent the creation of a security interest in, or the assignment of, Grantor's rights and interests therein or in any Intellectual Property acquired under such contracts. Except to the extent a failure to do so could not reasonably be expected to have a Material Adverse Effect, each Grantor shall also take all steps reasonably necessary to (i) protect the secrecy of all material Trade Secrets relating to their respective business and the products and services sold or delivered thereby; (ii) use proper statutory notice and marking practices in connection with its use of any of the Intellectual Property to the extent necessary for the enforcement of such Intellectual Property without loss of any material rights; (iii) use consistent standards of quality (which may be consistent with Grantor's past practices) in the manufacture, sale and delivery of products and services sold or delivered under or in connection with the Trademarks and servicemarks included in the Intellectual Property; (iv) furnish to Administrative Agent from time to time statements and schedules further identifying and describing any Intellectual Property which is the subject of an issued patent, registration or application or is otherwise material to the business of any Grantor and such other reports in connection with such Collateral as Administrative Agent may reasonably request, all in reasonable detail; and (v) diligently keep records respecting the Intellectual Property and at all times keep at least one

complete set of its records concerning such Collateral at its chief executive office or principal place of business. Each Grantor shall not do any act or omit to do any act whereby any of the Intellectual Property which is material to the business of the Borrower and its Subsidiaries, taken as a whole, could reasonably be expected to lapse, or become abandoned, dedicated to the public, or unenforceable, or which could adversely affect the validity, grant, or enforceability of the security interest granted herein in such material Intellectual Property. Each Grantor (a) shall provide Administrative Agent with copies of each written notice from any third party regarding any actual or potential infringement, dilution, misappropriation or other violation by it of any intellectual property of such third party and (b) shall notify Administrative Agent if, to the best of each Grantor's knowledge, the conduct of its business as then conducted infringes, dilutes, misappropriates or otherwise violates the intellectual property rights of any third party, except for such infringements, dilutions or misappropriations or violations that could not reasonably be expected to have an Material Adverse Effect. Each Grantor shall also provide Administrative Agent with copies of each written notice from any third party regarding any claim challenging the validity of any Intellectual Property owned or used by such Grantor and shall notify Administrative Agent if any Grantor has knowledge of any basis for such a claim, except for such assertions or claims that, if adversely decided, could not reasonably be expected to have an Material Adverse Effect. No Grantor shall license or sublicense any rights in any material Intellectual Property without the consent of the Administrative Agent.

(b) Collections. Except as otherwise provided in this Section 6.4, each Grantor shall use commercially reasonable efforts to continue to collect, at its own expense, all amounts due or to become due to Grantor in respect of the Intellectual Property or any portion thereof. In connection with such collections, each Grantor may take such action as Grantor may deem reasonably necessary or advisable to enforce collection of such amounts; provided, Administrative Agent shall have the right at any time, upon the occurrence and during the continuation of an Event of Default and upon written notice to Grantor of its intention to do so, to notify the obligors with respect to any such amounts of the existence of the security interest created hereby and to direct such obligors to make payment of all such amounts directly to Administrative Agent, and, upon such notification and at the expense of Grantor, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as Grantor might have done. After receipt by any Grantor of the notice from Administrative Agent referred to in the proviso to the preceding sentence and during the continuation of any Event of Default, (i) all amounts and proceeds (including checks and other instruments) received by Grantor in respect of amounts due to Grantor in respect of the Collateral or any portion thereof shall be

received in trust for the benefit of Administrative Agent hereunder, shall be segregated from other funds of Grantor and shall be forthwith paid over or delivered to Administrative Agent in the same form as so received (with any necessary endorsement) to be held as Cash Collateral and applied as provided by Section 8.5, and (ii) Grantor shall not adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obligor with respect thereto or allow any credit or discount thereon.

(c) Applications and Registrations. Each Grantor shall use commercially reasonable efforts to prosecute, file and/or make, (i) applications relating to any of the Intellectual Property owned by Grantor and identified on Schedule 4.5(a)(i) that is pending as of the date of this Agreement, (ii) applications for registration in the United States Copyright office of any and all existing or future unregistered copyrightable works owned by any Grantor (except for works of nominal commercial value), (iii) applications for any existing or future patentable but unpatented invention owned by any Grantor and included in the Intellectual Property (except for patentable inventions or nominal commercial value), (iv) any Intellectual Property opposition and cancellation proceedings, reexaminations or similar challenges to the extent reasonably necessary to maintain and protect the material Intellectual Property, and (v) renew Intellectual Property registrations and do any and all acts which are necessary or desirable, as determined in such Grantor's commercially reasonable judgment, to preserve and maintain all rights in all Intellectual Property. Any expenses incurred in connection therewith shall be borne solely by Grantor. Subject to the foregoing, each Grantor shall give Administrative Agent prior written notice of any abandonment of (A) any material Intellectual Property, (B) any pending application to register such Intellectual Property, (C) any right to file an Intellectual Property application or (D) any determination not to renew a registration or patent included in the Intellectual Property.

(d) Litigation. Except as provided herein, each Grantor shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such suits, proceedings or other actions for infringement, dilution, misappropriation or other violation, opposition, cancellation, reexamination or reissue proceedings as are in its commercially reasonable judgment necessary to protect the Intellectual Property or Grantor's ability to continue to conduct its business. Administrative Agent shall provide, at such Grantor's expense, all reasonable and necessary cooperation in connection with any such suit, proceeding or action including, without limitation, joining as a necessary party, and such Grantor shall promptly, upon demand, reimburse and indemnify Administrative Agent as provided in the Credit Agreement and in this Agreement in connection with the exercise of its rights under this Section. Each Grantor shall promptly, following its becoming aware thereof, notify

Administrative Agent of the institution of, or of any material adverse determination in, any proceeding (whether in the United States Patent and Trademark Office, the United States Copyright Office or any federal, state, local or foreign court, administrative agency or registry) or regarding Grantor's ownership, right to use, or interest in any material Intellectual Property. Grantor shall provide to Administrative Agent any information known by Grantor or its agents with respect thereto which is reasonably requested by Administrative Agent.

(e) Certain Rights of Administrative Agent. In addition to, and not by way of limitation of, the granting of a security interest in the Collateral pursuant hereto, each Grantor, hereby grants to Administrative Agent a non-exclusive, fully paid, royalty free license in each Grantor's right, title and interest in and to the Intellectual Property to the extent necessary to enable Administrative Agent to use, possess and realize on the Collateral in connection with the exercise of the Administrative Agent's rights and remedies hereunder or as a matter of law or equity (to the extent Administrative Agent is entitled to exercise its rights and remedies under law and equity). This license shall inure to the benefit of all successors, assigns and transferees of Administrative Agent and their successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure, or otherwise. Each Grantor shall have such rights of quality control and inspection which are reasonably necessary to preserve the validity of the trademarks and servicemarks included in the Intellectual Property. In addition, each Grantor hereby grants to Administrative Agent and its employees, representatives and agents the right to visit each Grantor's and any of its Affiliate's or subcontractor's plants, facilities and other places of business that are utilized in connection with the manufacture, production, inspection, storage or sale of products and services sold or delivered under any of the Intellectual Property (or which were so utilized during the prior six month period), and to inspect the quality control and all other records relating thereto upon reasonable advance written notice to such Grantor and at reasonable dates and times and as often as may be reasonably requested.

6.5. Equipment and Inventory. (a) Each Grantor shall keep the Equipment and Inventory in the jurisdictions specified on Schedule 4.6; provided that such Grantor may establish a new location for such Inventory and Equipment only if (i) it shall have given to Administrative Agent not less than 15 days' prior written notice of its intention to do so, clearly describing such new location and providing such other information in connection therewith as the Administrative Agent may reasonably request, and (ii) with respect to such new location, it shall have taken all action satisfactory to Administrative Agent as may be necessary and as Administrative Agent may reasonably request to

maintain the security interest of Administrative Agent in the Collateral intended to be granted hereby at all times fully perfected with the same or better priority and in full force and effect.

(b) Except as otherwise permitted in the Credit Agreement, each Grantor shall:

(i) maintain and preserve or cause to be maintained and preserved in reasonable repair, working order and condition, ordinary wear and tear excepted, all Equipment used or useful in its business and from time to time will make or cause to be made all appropriate repairs, renewals and replacements thereof. Each Grantor shall promptly furnish to Administrative Agent a statement respecting any material loss or damage to any of the Equipment owned by such Grantor;

(ii) keep correct and accurate records of the Inventory, itemizing and describing the kind, type and quantity of Inventory, such Grantor's cost therefor and (where applicable) the current list prices for the Inventory in accordance with prudent business practices; and

(iii) if any Inventory is in possession or control of any of such Grantor's agents or processors, upon the occurrence and during the continuance of an Event of Default, instruct such agent or processor to hold all such Inventory for the account of Administrative Agent and subject to the instructions of Administrative Agent.

6.6. Chief Executive Office; Accounts and Related Contracts. (a) Each Grantor shall keep its chief place of business and chief executive office and the office where it keeps its records concerning the material Accounts and Related Contracts, and all originals of all chattel paper that evidence Accounts, at the location therefor specified on Schedule 4.7; provided that such Grantor may establish a new location for its chief executive office only if (i) it shall have given to Administrative Agent not less than 15 days' prior written notice of its intention to do so, clearly describing such new location and providing such other information in connection therewith as the Administrative Agent may reasonably request, and (ii) with respect to such new location, it shall have taken all action satisfactory to Administrative Agent as may be necessary and as Administrative Agent may reasonably request to maintain the security interest of Administrative Agent in the Collateral intended to be granted hereby at all times fully perfected with the same or better priority and in full force and effect.

(b) Each Grantor shall:

(i) in accordance with prudent business practices, maintain (A) complete records of all Accounts, including records of all payments received, credits granted and merchandise returned, and (B) all documentation relating thereto; and

(ii) except as otherwise provided in this subsection (ii), use commercially reasonable efforts to collect, at its own expense, all amounts due or to become due to such Grantor under the Accounts and Related Contracts, and in connection with such collections, such Grantor shall take such action as such Grantor may deem necessary or advisable to enforce collection of amounts due or to become due under the Accounts; provided, Administrative Agent shall have the right at any time, upon the occurrence and during the continuation of an Event of Default and upon written notice to such Grantor of its intention to do so, to notify the account debtors or obligors under any Accounts of the assignment of such Accounts to Administrative Agent and to direct such account debtors or obligors to make payment of all amounts due or to become due to such Grantor thereunder directly to Administrative Agent, to notify each Person maintaining a lockbox or similar arrangement to which account debtors or obligors under any Accounts have been directed to make payment to remit all amounts representing collections on checks and other payment items from time to time sent to or deposited in such lockbox or other arrangement directly to Administrative Agent and, upon such notification and at the expense of such Grantor, to enforce collection of any such Accounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. After receipt by any Grantor of the notice from Administrative Agent referred to in the proviso to the preceding sentence, (A) any payments of Accounts, received by such Grantor shall be forthwith (and in any event within two Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to Administrative Agent if required, in the Collateral Account, (B) until so turned over in accordance with the preceding subsection (A), all amounts and proceeds (including checks and other instruments) received by such Grantor in respect of the Accounts and the Receivables Records shall be received in trust for the benefit of Administrative Agent hereunder and shall be segregated from other funds of such Grantor and (C) such Grantor shall not adjust, settle or compromise the amount or payment of any Account, or release wholly or partly any account debtor or obligor thereof, or allow any credit or discount thereon.

6.7. Assigned Agreements. (a) Each Grantor shall at its expense:

(i) if consistent with sound business practices, perform and observe all terms and provisions of the Assigned Agreements to be performed or observed by it,

maintain the Assigned Agreements in full force and effect, enforce the Assigned Agreements in accordance with their terms, and take all such action to such end as may be from time to time reasonably requested by Administrative Agent; and

(ii) upon the reasonable request of Administrative Agent, furnish to Administrative Agent, promptly upon receipt thereof, copies of all material notices, requests and other documents received by such Grantor under or pursuant to the Assigned Agreements, and from time to time (A) furnish to Administrative Agent such information and reports regarding the Assigned Agreements as Administrative Agent may reasonably request and (B) upon the reasonable request of Administrative Agent make to the parties to such Assigned Agreements such demands and requests for information and reports for action as such Grantor is entitled to make under such Assigned Agreements.

(b) Upon the occurrence and during the continuation of an Event of Default, no Grantor shall:

(i) cancel or terminate any of the Assigned Agreements or consent to or accept any cancellation or termination thereof;

(ii) amend or otherwise modify the Assigned Agreements or give any consent, waiver or approval thereunder;

(iii) waive any default under or breach of the Assigned Agreements;

(iv) consent to or permit or accept any prepayment of amounts to become due under or in connection with the Assigned Agreements, except as expressly provided therein; or

(v) take any other action in connection with the Assigned Agreements that would materially impair the value of the interest or rights of such Grantor thereunder or that would materially impair the interest or rights of the Administrative Agent.

6.8. Deposit Accounts. Upon the occurrence and during the continuation of an Event of Default, the Administrative Agent may exercise dominion and control over, and refuse to permit further withdrawals (whether of money, securities, instruments or other property) from any deposit accounts maintained with the Administrative Agent constituting part of the Collateral. Upon the request of Administrative Agent (i) prior

to the occurrence of an Event of Default each Grantor shall use its best efforts to enter into, and shall use its best efforts to cause each Person which is a financial institution with respect to any Deposit Accounts of such Grantor to enter into; and (ii) after the occurrence of an Event of Default each Grantor shall enter into, and shall cause each Person which is a financial institution with respect to any Deposit Accounts of such Grantor to enter into, a control agreement, in substantially the form of Exhibit B (with such changes that may be necessary with respect to that particular financial institution).

SECTION 7. ADMINISTRATIVE AGENT APPOINTED ATTORNEY-IN-FACT

Each Grantor hereby irrevocably appoints Administrative Agent as such Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Administrative Agent or otherwise, from time to time in Administrative Agent's discretion to take any action and to execute any instrument that Administrative Agent may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including:

- (a) to the extent a Credit Party fails to do so, to obtain and adjust insurance required to be maintained by Grantor or paid to Administrative Agent pursuant to the Credit Agreement;
- (b) upon the occurrence and during the continuation of any Event of Default, to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;
- (c) upon the occurrence and during the continuation of any Event of Default, to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (b) above;
- (d) upon the occurrence and during the continuation of any Event of Default, to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct;
- (e) upon the occurrence and during the continuation of any Event of Default, to file any claims or take any action or institute any proceedings that Administrative Agent may deem necessary or desirable for the collection of any of the Collateral or

otherwise to enforce the rights of Administrative Agent with respect to any of the Collateral;

(f) upon the occurrence and during the continuation of an Event of Default, to defend any suit, action or proceeding brought against such Grantor with respect to any Collateral;

(g) upon the occurrence and during the continuation of an Event of Default, to settle, compromise or adjust any suit, action or proceeding described in the preceding clause and, in connection therewith, to give such discharges or releases as Administrative Agent may deem appropriate;

(h) to prepare, sign, and file for recordation in any intellectual property registry, appropriate evidence of the lien and security interest granted herein in the Intellectual Property in the name of such Grantor as such Grantor;

(i) prepare and file any Uniform Commercial Code financing statements in the name of Grantor as debtor in any form authorized by an applicable filing office, including, without limitation, by facsimile or electronic data transmission;

(j) upon the occurrence and during the continuation of an Event of Default, to pay or discharge taxes or Liens (other than Permitted Liens when no Event of Default has occurred and is continuing) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Administrative Agent in its sole discretion, any such payments made by Administrative Agent to become obligations of Grantor to Administrative Agent, due and payable immediately without demand;

(k) upon the occurrence and during the continuation of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Administrative Agent were the absolute owner thereof for all purposes, and to do, at Administrative Agent's option and Grantor's expense, at any time or from time to time, all acts and things that Administrative Agent deems reasonably necessary to protect, preserve or realize upon the Collateral and Administrative Agent's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as Grantor might do; and

(l) upon the occurrence and during the continuation of an Event of Default, at any time and from time to time, to execute, in connection with any foreclosure, any

indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

SECTION 8. REMEDIES

8.1. Generally. If any Event of Default shall have occurred and be continuing, Administrative Agent may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it at law or in equity, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Collateral) and all rights now or hereafter existing under all other applicable laws or in equity, and also may require any Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of Administrative Agent forthwith, assemble all or part of the Collateral as directed by Administrative Agent and make it available to Administrative Agent at a place to be designated by Administrative Agent that is reasonably convenient to both parties; enter onto the property where any Collateral is located and take possession thereof with or without judicial process; prior to the disposition of the Collateral, store, process, repair or recondition the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent Administrative Agent deems appropriate; without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Administrative Agent's offices or elsewhere, for Cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as Administrative Agent may deem commercially reasonable; exercise dominion and control over, and refuse to permit further withdrawals (whether of money, securities, instruments or other property) from any deposit account maintained with Administrative Agent constituting part of the Collateral; and give any instructions to financial institutions maintaining any Deposit Accounts over which Administrative Agent has "control" to transfer any or all funds held in such Deposit Account. Administrative Agent may in its sole discretion restrict prospective bidders as to their number, nature of their business and investment intention. Administrative Agent or any Lender, Lender Counterparty, Sponsor or Indemnitee may be the purchaser of any or all of the Collateral at any such sale and Administrative Agent, as agent for and representative of Lenders, Lender Counterparties, Sponsor and Indemnitees (but not any Lender, Lender Counterparty, Sponsor or Indemnitee in its or their respective individual capacities unless Requisite Obligees (as defined below) shall otherwise agree in writing), shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Secured Obligations as a credit on account of the purchase

price for any Collateral payable by Administrative Agent at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten 10 days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Administrative Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor hereby waives any claims against Administrative Agent arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if Administrative Agent accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Grantors shall be liable for the deficiency and the fees of any attorneys employed by Administrative Agent to collect such deficiency. Each Grantor further agrees that a breach of any of the covenants contained in this Section will cause irreparable injury to Administrative Agent, that Administrative Agent has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section shall be specifically enforceable against Grantor, and Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no default has occurred giving rise to the Secured Obligations becoming due and payable prior to their stated maturities. Nothing in this Section shall in any way alter the rights of Administrative Agent hereunder. As used herein, "Requisite Obligees" shall mean (a) prior to payment in full of all Obligations under the Credit Agreement, Requisite Lenders or (b) after payment in full of all Obligations under the Credit Agreement and the other Credit Documents, (i) the holders of a majority of the aggregate notional amount (or, with respect to any Hedge Agreement that has been terminated in accordance with its terms, the amount then due and payable (exclusive of expenses and similar payments but including any early termination payments then due) under such Hedge Agreement) under all Hedge Agreements and (ii) the Sponsor.

8.2. Investment Related Property. (a) Each Grantor recognizes that, by reason of certain prohibitions contained in the Securities Act and applicable state

securities laws, Administrative Agent may be compelled, with respect to any sale of all or any part of the Investment Related Property conducted without prior registration or qualification of such Investment Related Property under the Securities Act and/or such state securities laws, to limit purchasers to those who will agree, among other things, to acquire the Investment Related Property for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges that any such private sales may be at prices and on terms less favorable than those obtainable through a public sale without such restrictions (including a public offering made pursuant to a registration statement under the Securities Act) and, notwithstanding such circumstances each Grantor agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that Administrative Agent shall have no obligation to engage in public sales and no obligation to delay the sale of any Investment Related Property for the period of time necessary to permit the issuer thereof to register it for a form of public sale requiring registration under the Securities Act or under applicable state securities laws, even if such issuer would, or should, agree to so register it.

(b) If Administrative Agent determines to exercise its right to sell any or all of the Investment Related Property, upon written request, each Grantor shall and shall cause each issuer of any Pledged Equity Interests to be sold hereunder from time to time to furnish to Administrative Agent all such information as Administrative Agent may request in order to determine the number and nature of interest, shares or other instruments included in the Investment Related Property which may be sold by Administrative Agent in exempt transactions under the Securities Act and the rules and regulations of the Securities and Exchange Commission thereunder, as the same are from time to time in effect.

(c) Administrative Agent shall have no responsibility for (i) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Investment Related Property, whether or not Administrative Agent has or is deemed to have knowledge of such matters, (ii) taking any necessary steps (other than steps taken in accordance with the standard of care set forth in Section 10 to maintain possession of the Investment Related Property) to preserve rights against any parties with respect to any Investment Related Property, (iii) taking any necessary steps to collect or realize upon the Secured Obligations or any guarantee therefor, or any part thereof, or any of the Investment Related Property, or (iv) initiating any action to protect the Investment Related Property against the possibility of a decline in market value.

8.3. Intellectual Property. (a) Anything contained herein to the contrary notwithstanding, upon the occurrence and during the continuation of an Event of Default, (i) Administrative Agent shall have the right (but not the obligation) to bring suit, in the name of any Grantor, Administrative Agent or otherwise, to enforce any Intellectual Property, in which event such Grantor shall, at the request of Administrative Agent, do any and all lawful acts and execute any and all documents required by Administrative Agent in aid of such enforcement and such Grantor shall promptly, upon demand, reimburse and indemnify Administrative Agent as provided in Sections 10.2 and 10.3 of the Credit Agreement and Section 12 of this Agreement in connection with the exercise of its rights under this Section, and to the extent that Administrative Agent shall elect not to bring suit to enforce any Intellectual Property as provided in this Section, each Grantor agrees to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement, dilution, misappropriation or other violation of any of Grantor's rights in, to and under any Intellectual Property by others and, for that purpose, agrees to diligently maintain any action, suit or proceeding; (ii) upon written demand from Administrative Agent, each Grantor shall execute and deliver to Administrative Agent an assignment or assignments of the Intellectual Property sufficient to transfer Grantor's right, title and interest in any Intellectual Property to Administrative Agent or its designee and such other documents as are necessary or appropriate to record such transfer and/or to carry out the intent and purposes of this Agreement; (iii) each Grantor agrees that such an assignment and/or recording shall be applied to reduce the Secured Obligations outstanding only to the extent that Administrative Agent (or any Lender) receives Cash proceeds in respect of the sale of, or other realization upon, the Intellectual Property; and (iv) within five (5) Business Days after written notice from Administrative Agent, Grantor shall make available to Administrative Agent, to the extent within Grantor's power and authority, such personnel in Grantor's employ on the date of such Event of Default as Administrative Agent may reasonably designate, by name, title or job responsibility, to permit Grantor to continue, directly or indirectly, to produce, advertise and sell the products and services sold or delivered by Grantor under or in connection with the Intellectual Property, such persons to be available to perform their usual functions on Administrative Agent's behalf and to be compensated by Administrative Agent at Grantor's expense on a per diem, pro-rata basis consistent with the salary and benefit structure applicable to each as of the date of such Event of Default.

(b) If (i) an Event of Default shall have occurred and, by reason of cure, waiver, modification, amendment or otherwise, no longer be continuing, (ii) no other Event of Default shall have occurred and be continuing, (iii) an assignment to Administrative Agent of any rights, title and interests in and to the Intellectual Property

shall have been made and shall have become absolute and effective, and (iv) the Secured Obligations shall not have become immediately due and payable, then upon the written request of Grantor, Administrative Agent shall promptly execute and deliver to Grantor such assignments as may be necessary to reassign to Grantor any such rights, title and interests as may have been assigned to Administrative Agent as aforesaid, subject to any disposition thereof that may have been made by Administrative Agent; provided, that after giving effect to such reassignment, Administrative Agent's security interest granted pursuant hereto, as well as all other rights and remedies of Administrative Agent granted hereunder, shall continue to be in full force and effect until the indefeasible payment in full of all Secured Obligations and the cancellation or termination of the Commitments and cancellation or expiration of all outstanding Letters of Credit.

8.4. Deposit of Proceeds. If an Event of Default shall occur and be continuing, upon request of the Administrative Agent, all proceeds received by any Grantor consisting of Cash, checks and other near-cash items shall be held by such Grantor in trust for the Administrative Agent and the Secured Parties, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Administrative Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Administrative Agent, if required) and held by the Administrative Agent in the Collateral Account. All proceeds while held by the Administrative Agent in the Collateral Account (or by the Borrower in trust for the Administrative Agent and the Secured Parties) shall continue to be held as collateral security for all the Obligations and shall not constitute payment thereof until applied as provided in Section 8.5.

8.5. Application of Proceeds. Except as expressly provided elsewhere in this Agreement, all proceeds received by the Administrative Agent in respect of any sale, any collection from, or other realization upon all or any part of the Collateral shall be applied in full or in part by the Administrative Agent against, the Secured Obligations in accordance with the terms of the Intercreditor Agreement.

8.6. Collateral Account. Upon the occurrence and during the continuance of an Event of Default at the request of Issuing Bank or Requisite Lenders, the Borrower shall deliver funds for deposit in the Collateral Account and pay to Administrative Agent an amount equal to the Letter of Credit Usage at such time. If for any reason the aggregate amount delivered by the Borrower for deposit in the Collateral Account as aforesaid is less than the Letter of Credit Usage at such time, the aggregate amount so delivered by the Borrower shall be apportioned among all outstanding Letters of Credit for purposes of this Section in accordance with the ratio of the maximum amount

available for drawing under each such Letter of Credit (as to such Letter of Credit, the "Maximum Available Amount") to the Letter of Credit Usage at such time. Upon any drawing under any outstanding Letter of Credit in respect of which the Borrower has deposited in the Collateral Account any amounts described above, Administrative Agent shall apply such amounts to reimburse Issuing Bank for the amount of such drawing. In the event of cancellation or expiration of any Letter of Credit in respect of which the Borrower has deposited in the Collateral Account any amount described above, or in the event of any reduction in the Maximum Available Amount under such Letter of Credit, Administrative Agent shall apply the amount then on deposit in the Collateral Account in respect of such Letter of Credit (less, in the case of such a reduction, the Maximum Available Amount under such Letter of Credit immediately after such reduction) first, to the payment of any amounts payable to Administrative Agent pursuant to Section 9 of the Credit Agreement, second, to the extent of any excess, to the cash collateralization pursuant to the terms of this Agreement of any outstanding Letters of Credit in respect of which the Borrower has failed to pay all or a portion of the amounts described above (such cash collateralization to be apportioned among all such Letters of Credit in the manner described above), and third, to the extent of any further excess, to the payment of any other outstanding Obligations in such order as directed by the Lenders holding more than 50% of the sum of outstanding Revolving Commitments and Revolving Loans.

SECTION 9. ADMINISTRATIVE AGENT AS AGENT

Each Grantor acknowledges that the rights and responsibilities of Administrative Agent under this Agreement with respect to any action taken by Administrative Agent or the exercise or non-exercise by Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between Administrative Agent and Lenders, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between Administrative Agent and Grantors, Administrative Agent shall be conclusively presumed to be acting as agent for Lenders with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

SECTION 10. CONTINUING SECURITY INTEREST; TRANSFER OF LOANS

This Agreement shall create a continuing security interest in the Collateral and shall remain in full force and effect until the payment in full of the Secured Obligations

(except contingent expense reimbursement and indemnification obligations for which no claim has been made) and the cancellation or termination of the Commitments and cancellation or expiration of all outstanding Letters of Credit, be binding upon each Grantor, its successors and assigns, and inure, together with the rights and remedies of Administrative Agent hereunder, to the benefit of Administrative Agent and its successors, transferees and assigns permitted under the Credit Agreement. Without limiting the generality of the foregoing clause, but subject to the terms of the Credit Agreement, any Lender may assign or otherwise transfer any Loans held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Lenders herein or otherwise. Upon the indefeasible payment in full of all Secured Obligations (except contingent expense reimbursement and indemnification obligations for which no claim has been made) and the cancellation or termination of the Commitments and cancellation or expiration of all outstanding Letters of Credit, the security interest granted hereby shall terminate hereunder and of record and all rights to the Collateral shall revert to Grantor. Upon any such termination Administrative Agent will, at Grantors' expense, execute and deliver to Grantors such documents as Grantors shall reasonably request to evidence such termination.

SECTION 11. STANDARD OF CARE; ADMINISTRATIVE AGENT MAY PERFORM.

The powers conferred on Administrative Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, Administrative Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Administrative Agent shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which Administrative Agent accords its own property of a similar kind. Neither the Administrative Agent nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise. If any Grantor fails to perform any agreement contained herein, Administrative Agent may itself perform, or cause performance of, such agreement, and the expenses of Administrative Agent incurred in connection therewith shall be payable by each Grantor under Section 10.2 of the Credit Agreement.

SECTION 12. INDEMNITY AND EXPENSES

(a) Each Grantor agrees to:

(i) jointly and severally, with all other Grantors, indemnify Administrative Agent and each Lender, Lender Counterparty, Sponsor and Indemnitee from and against any and all claims, losses and liabilities in any way relating to, growing out of or resulting from this Agreement and the transactions contemplated hereby (including without limitation enforcement of this Agreement), except to the extent such claims, losses or liabilities result from Administrative Agent's or such Lender's, Lender Counterparty's, Sponsor's or Indemnitee's gross negligence or willful misconduct as determined by a final, nonappealable judgment of a court of competent jurisdiction; and

(ii) jointly and severally, with all other Grantors, pay to Administrative Agent promptly upon demand the amount of any and all reasonable costs and reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that Administrative Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of Administrative Agent hereunder, or (iv) the failure by any Grantor to perform or observe any of the provisions hereof.

(b) The obligations of each Grantor in this Section 11 shall survive the termination of this Agreement and the discharge of such Grantor's other obligations under this Agreement, the Hedge Agreements, the Credit Agreement and any other Credit Documents and the Sponsor Letter of Credit Reimbursement Agreement and the Sponsor Letter of Credit.

SECTION 13. AMENDMENTS AND WAIVERS

None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument which (i) is executed by Grantors and Administrative Agent and (ii) is otherwise made in accordance with the Credit Agreement; provided that any amendment hereto pursuant to Sections 5.2, 5.3 and 5.6 shall be effective upon execution by any Grantor or any Additional Grantor, as applicable, and the Grantors hereby waive any requirement of notice of or consent to any such amendment; provided, however, that no amendment, supplement, modification or waiver shall be effective against the Sponsor if such amendment,

supplement, modification or waiver adversely affects the interests of the Sponsor in a manner materially different than any other Secured Party. Any such amendment, supplement, modification or waiver shall be binding upon each Grantor and Administrative Agent and all future holders of the Secured Obligations. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

SECTION 14. MISCELLANEOUS

Any notice required or permitted to be given under this Agreement shall be given in accordance with Section 10.1 of the Credit Agreement. No failure or delay on the part of Administrative Agent in the exercise of any power, right or privilege hereunder or under any other Credit Document shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement and the other Credit Documents are cumulative to, and not exclusive of, any rights or remedies otherwise available. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists. This Agreement shall be binding upon and inure to the benefit of Administrative Agent and Grantors and their respective successors and assigns permitted under the terms of the Credit Agreement. Immediately upon the payment of the Obligations in full, the Administrative Agent shall assign its rights and interests hereunder to the Sponsor or the Sponsor's designee. No Grantor shall, without the prior written consent of Administrative Agent, assign any right, duty or obligation hereunder. This Agreement and the other Credit Documents embody the entire agreement and understanding between Grantors and Administrative Agent and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Credit Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. This Agreement may be executed in one or more counterparts and by different parties hereto in separate

counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

SECTION 15. APPLICABLE LAW; RULES OF CONSTRUCTION

THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), EXCEPT TO THE EXTENT THAT THE UNIFORM COMMERCIAL CODE PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. The rules of construction set forth in subsection 1.3 of the Credit Agreement shall be applicable to this Agreement mutatis mutandis.

SECTION 16. SUBMISSION TO JURISDICTION

Any legal action or proceeding with respect to this Agreement and any action for enforcement of any judgment in respect thereof may be brought in the courts of the State of New York or of the United States of America for the Southern District of New York, and, by execution and delivery of this Agreement, each Grantor hereby accepts for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts and appellate courts from any thereof. Each Grantor irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such Grantor at its address set forth on Appendix B to the Credit Agreement. Each Grantor hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Nothing herein shall affect the right of Administra-

tive Agent to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against any Grantor in any other jurisdiction.

SECTION 17. WAIVER OF TRIAL BY JURY

TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH GRANTOR AND ADMINISTRATIVE AGENT HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTER-CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY MATTER ARISING HEREUNDER.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each Grantor and Administrative Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

TRUSSWAY INDUSTRIES, INC.
as a Grantor

By William Adams
Name: CEO
Title:


TRUSSWAY HOLDINGS INC.,
as a Grantor

By William Adams
Name: CEO
Title:


TRUSSWAY PARTNERS, INC.,
as a Grantor

By William Adams
Name: CEO
Title:

T-WAY LP, INC.,
as a Grantor

By: 
Name: JANICE C. George
Title: President

T-WAY LP, INC.,
as a Grantor

By: 
Name: JANICE C. George
Title: President

TRUSSWAY, LTD.,

as a Grantor

BY: TRUSSWAY PARTNERS, INC., its general partner

By: William Adams

Name:

Title:

CEO

HA-MARQUE FABRICATORS, INC.,
as a Grantor

By: William Adams
Name:
Title: CEO


SUPERIOR COMPONENTS, INC.,
as a Grantor

By: William Adams
Name: CEO
Title:

VALLEY TRUSS FABRICATORS, INC.,
as a Grantor

By: William Adams
Name:
Title: CEO

**HELLER FINANCIAL, INC.,
as Administrative Agent**

By: 
Name: Luis Acosta
Title: SUP

Schedule 1(A)**PLEDGED EQUITY INTERESTS****PLEDGED STOCK:**

Grantor	Stock Issuer	Class of Stock	Stock Certificate Nos.	Par Value	No. of Shares of Pledged Stock	Percentage of Outstanding Pledged Stock Pledged
Trussway Industries, Inc.	Trussway Partners, Inc.	Common	3	\$.001	1	100%
Trussway Industries, Inc.	T-Way LP, Inc.	Common	2	\$.001	1	100%
Trussway Holdings, Inc.	Trussway Industries, Inc.	Common	1	\$.01	100	100%
Trussway, Ltd.	Ha-Marque Fabricators, Inc.	Common	79	\$1.00	510,511.5	100%
Trussway, Ltd.	Superior Components, Inc.	Common	31	\$1.00	100,000	100%
Trussway, Ltd.	Valley Truss Fabricators, Inc.	Common	9	\$1.00	37,500	100%

PLEDGED PARTNERSHIP INTERESTS:

Trussway, Ltd., a Texas limited partnership, is owned by Trussway Partners, Inc., as the General Partner (1% general partnership interest), and T-Way LP, Inc., as the Limited Partner (99% limited partnership interest).

PLEDGED LLC INTERESTS:

Queen Creek Holdings, LLC is owned equally by Valley Truss Fabricators, Inc. and Snaveley Warwick, Inc., a Pennsylvania corporation.

PLEDGED TRUST INTERESTS:

None.

Schedule 4.3

FILING OFFICES

Trussway Holdings, Inc.
Trussway Industries, Inc.
Trussway Partners, Inc.
T-Way LP, Inc.
Ha-Marque Fabricators, Inc.
Superior Components, Inc.

Delaware Secretary of State

Trussway, Ltd.

Texas Secretary of State

Valley Truss Fabricators, Inc.

Arizona Secretary of State

Schedule 4.4(A)

PLEDGED DEBT

- Promissory Note, dated May 15, 2001, issued by Fulton Village Apartments, L.P. to Trussway, Ltd., Lumber Division, in the principal amount of \$683,435.50.
- The following Promissory Notes issued by certain employees in the principal amounts set forth below:

<u>Employee Name</u>	<u>Original Principal</u>
Ronald J. Chunn	\$25,000.00
Alberto De La Vega	\$64,000.00
Mike Estes	\$60,000.00
David Neves	\$26,000.00
Don Sharry	\$47,509.00
Dick Simmons	\$75,000.00
Ron Strickland	\$150,000.00
Derrick Morgan	\$20,000.00

- The following intercompany notes:

<u>Grantor</u>	<u>Debt Issuer</u>	<u>Amount of Indebtedness</u>
Trussway Industries, Inc.	Trussway, Ltd.	N/A
Trussway Industries, Inc.	Ha-Marque Fabricators, Inc.	N/A
Trussway Industries, Inc.	Superior Components, Inc.	N/A
Trussway, Ltd.	Trussway Industries, Inc.	N/A
Trussway, Ltd.	Ha-Marque Fabricators, Inc.	N/A
Trussway, Ltd.	Superior Components, Inc.	N/A
Ha-Marque Fabricators, Inc.	Trussway, Ltd.	N/A
Ha-Marque Fabricators, Inc.	Trussway Industries, Inc.	N/A
Superior Components, Inc.	Trussway, Ltd.	N/A
Superior Components, Inc.	Trussway Industries, Inc.	N/A
Valley Truss Fabricators, Inc.	Trussway Industries, Inc.	N/A
Valley Truss Fabricators, Inc.	Trussway, Ltd.	N/A
Trussway Industries, Inc.	Valley Truss Fabricators, Inc.	N/A

<u>Grantor</u>	<u>Debt Issuer</u>	<u>Amount of Indebtedness</u>
Trussway, Ltd.	Valley Truss Fabricators, Inc.	N/A

Schedule 4.5(a)(i)**COPYRIGHTS, PATENTS AND TRADEMARKS**

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Reg. No./(App. No.)</u>	<u>Issued/(Date App.)</u>
Arizona	Valley Truss Fabricators, Inc. The top is a truss, the bottom shows a V for Valley, a T for Truss and an F for Fabricators.	Reg. No. 038108	August 5, 1996
United States Patent and Trademark Office	The mark consists of the letters "VTF" under a stylized representation of a roof.	Reg. No. 2,268,698	August 10, 1999

Schedule 4.5(b)

LICENSE AGREEMENTS

None.

Schedule 4.5(c)

ACTIONS AGAINST INTELLECTUAL PROPERTY/MATERIAL CONSENTS

(iii) None.

(iv) None.

(vi) None.

(ix) None.

Schedule 4.6

LOCATION OF EQUIPMENT AND INVENTORY

(a) Trussway, Ltd. has equipment and inventory at the following addresses:

9411 Alcorn
Houston, TX 77093

8000 Gifford Hill Road
Ft. Worth, Texas

4220 McEver Industrial Drive
Acworth, Georgia 30101

4260 McEver Industrial Drive
Acworth, Georgia 30101

8850 Trussway Blvd.
Orlando, Florida 32824

6810 Irvington
Houston, Texas 77022

11540 Shannon Drive
Fredericksburg, Virginia 22408

3926 West Highway 146
Buckner, Kentucky 40010
(Trussway Holdings, Inc. and Trussway, Ltd.)

(b) Ha-Marque Fabricators, Inc. has equipment and inventory at the following addresses:

635 10 Mile Road
Sparta, Michigan 49345

3203 Brooklyn Road
Jackson, Michigan 49203

600 Lumber Center Road
Michigan City, Indiana 46360

(c) Superior Components, Inc. has equipment and inventory at the following addresses:

4950 Curtis Industrial Drive
Liberty, North Carolina 27298

151 Dewberry Road
Cowpens, South Carolina 29330

254 Superior Drive
Clinton, North Carolina 28328

- (d) Valley Truss Fabricators, Inc. has equipment and inventory at the following addresses:**

6744 W. Germann Rd
Chandler, Arizona 85226

Schedule 4.7

OFFICE LOCATIONS

**Trussway Holdings, Inc.
Trussway Partners, Inc.
Trussway, Ltd.**

9411 Alcorn Street
Houston, Texas 77093

Trussway Industries, Inc.

9 East Lookerman Street
Dover, Delaware 19901

T-Way LP, Inc.

639 Isbell Road
Suite 390
Reno, Nevada 89509

Ha-Marque Fabricators, Inc.

635 10 Mile Road
Sparta, Michigan 49345

Superior Components, Inc.

4950 Curtis Industrial Drive
Liberty, North Carolina 27298

Valley Truss Fabricators, Inc.

6744 West Germann Road
Chandler, Arizona 85226

Schedule 4.8**OTHER NAMES**

1. Trussway Holdings, Inc.
2. Trussway Partners, Inc., formerly known as T-Way GP, Inc.
3. T-Way LP, Inc.
4. Trussway, Ltd., formerly known as T-Way Acquisition, Ltd.
5. Trussway Interests, Ltd.
6. U.S. Housing Components, Inc.
7. Ha-Marque Fabricators, Inc., doing business as Marquette Fabricators, Inc.
8. Superior Components, Inc.

Registered Organization Status

<u>Name of Entity</u>	<u>Type of Entity</u>	<u>Jurisdiction of Organization</u>	<u>Organizational Identification Number</u>
Trussway Holdings, Inc.	Corporation	Delaware	2528956
Trussway Industries, Inc.	Corporation	Delaware	3057291
Trussway Partners, Inc.	Corporation	Delaware	2527048
T-Way LP, Inc.	Corporation	Delaware	2527050
Trussway, Ltd.	Limited Partnership	Texas	8291910
Ha-Marque Fabricators, Inc.	Corporation	Delaware	0850493
Superior Components, Inc.	Corporation	Delaware	2226042
Valley Truss Fabricators, Inc.	Corporation	Arizona	02215507

Schedule 4.12

COMMERCIAL TORT CLAIMS

None.

EXHIBIT A TO
AMENDED AND RESTATED
PLEDGE AND SECURITY AGREEMENT

PLEDGE SUPPLEMENT

This PLEDGE SUPPLEMENT, dated as of _____, is delivered pursuant to the Amended and Restated Pledge and Security Agreement, dated as of August 22, 2002 (as it may be from time to time amended, modified or supplemented, the "Security Agreement"), among Trussway Industries, Inc., Trussway Holdings, Inc., the other Grantors named therein, and Heller Financial, Inc., as Administrative Agent. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.

Grantor hereby confirms the grant of a security interest pursuant to Section 1 of the Security Agreement and also hereby grants to Administrative Agent a security interest in all of Grantor's right, title and interest in and to [the Investment Related Property listed on Supplemental Schedule 1(a) attached hereto] [and] [the Intellectual Property listed on Supplemental Schedules [4.5(a)(i), 4.5(a)(ii) and 4.5(a)(iii)] attached hereto] the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located. All such [Investment Related Property] [and] [Intellectual Property] shall be deemed to be part of the Collateral and hereafter subject to each of the terms and conditions of the Security Agreement.

IN WITNESS WHEREOF, Grantor has caused this Supplement to be duly executed and delivered by its duly authorized officer as of _____.

[GRANTOR]

By: _____
Name:
Title:

EXHIBIT B TO
AMENDED AND RESTATED
PLEDGE AND SECURITY AGREEMENT

DEPOSIT ACCOUNT CONTROL AGREEMENT

[TO BE MODELED AFTER JPMORGAN CHASE FORM]

EXHIBIT C TO
AMENDED AND RESTATED
PLEDGE AND SECURITY AGREEMENT

SECURITIES ACCOUNT CONTROL AGREEMENT

This Securities Account Control Agreement dated as of [_____] among Trussway Industries, Inc. (the "Debtor"), Heller Financial, Inc. (the "Secured Party"), and _____ (the "Securities Intermediary"). Capitalized terms used but not defined herein shall have the meaning assigned in the Amended and Restated Pledge and Security Agreement dated as of August 22, 2002, among the Debtor, Trussway Industries, Inc., Trussway Holdings, Inc. the Subsidiary Guarantors, and Administrative Agent (the "Security Agreement"). All references herein to the "UCC" shall mean the Uniform Commercial Code as in effect in the State of New York.

Section 1. Establishment of Securities Account. The Securities Intermediary hereby confirms and agrees that:

(a) The Securities Intermediary has established account number [identify account number] in the name "[identify exact title of account]" (such account and any successor account, the "Securities Account") and the Securities Intermediary shall not change the name or account number of the Securities Account without the prior written consent of the Secured Party;

(b) All securities or other property underlying any financial assets credited to the Securities Account shall be registered in the name of the Securities Intermediary, indorsed to the Securities Intermediary or in blank or credited to another securities account maintained in the name of the Securities Intermediary and in no case will any financial asset credited to the Securities Account be registered in the name of the Debtor, payable to the order of the Debtor or specially indorsed to the Debtor except to the extent the foregoing have been specially indorsed to the Securities Intermediary or in blank;

(c) All property delivered to the Securities Intermediary pursuant to the Security Agreement will be promptly credited to the Securities Account; and

(d) The Securities Account is an account to which financial assets are or may be credited, and the Securities Intermediary shall, subject to the terms of this Agreement,

treat the Debtor as entitled to exercise the rights that comprise any financial asset credited to the account.

Section 2. "Financial Assets" Election. The Securities Intermediary hereby agrees that each item of property (including, without limitation, any investment property, financial assets, securities, instruments, general intangibles or cash) credited to the Securities Account shall be treated as a "financial asset" within the meaning of Section 8-102(a)(9) of the UCC.

Section 3. Entitlement Orders. If at any time the Securities Intermediary shall receive any order from the Secured Party directing transfer or redemption of any financial asset relating to the Securities Account, the Securities Intermediary shall comply with such entitlement order without further consent by the Debtor or any other person. If the Debtor is otherwise entitled to issue Entitlement Orders and such orders conflict with any Entitlement Order issued by the Secured Party, the Securities Intermediary shall follow the orders issued by the Secured Party.

Section 4. Subordination of Lien; Waiver of Set-Off. In the event that the Securities Intermediary has or subsequently obtains by agreement, by operation of law or otherwise a security interest in the Securities Account or any security entitlement credited thereto, the Securities Intermediary hereby agrees that such security interest shall be subordinate to the security interest of the Secured Party. The financial assets and other items deposited to the Securities Account will not be subject to deduction, set-off, banker's lien, or any other right in favor of any person other than the Secured Party (except that the Securities Intermediary may set off (i) all amounts due to the Securities Intermediary in respect of customary fees and expenses for the routine maintenance and operation of the Securities Account and (ii) the face amount of any checks which have been credited to the Securities Account but are subsequently returned unpaid because of uncollected or insufficient funds).

Section 5. Choice of Law. Both this Agreement and the Securities Account shall be governed by the laws of the State of New York. Regardless of any provision in any other agreement, for purposes of the UCC, New York shall be deemed to be the Securities Intermediary's jurisdiction and the Securities Account (as well as the securities entitlements related thereto) shall be governed by the laws of the State of New York.

Section 6. Conflict with Other Agreements.

(a) In the event of any conflict between this Agreement (or any portion thereof) and any other agreement now existing or hereafter entered into, the terms of this Agreement shall prevail;

(b) No amendment or modification of this Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by all of the parties hereto;

(c) The Securities Intermediary hereby confirms and agrees that:

(i) There are no other agreements entered into between the Securities Intermediary and the Debtor with respect to the Securities Account other than customary account agreements entered into in the ordinary course;

(ii) It has not entered into, and until the termination of this agreement will not enter into, any agreement with any other person relating to the Securities Account and/or any financial assets credited thereto pursuant to which it has agreed to comply with entitlement orders (as defined in Section 8-102(a)(8) of the UCC) of such other person; and

(iii) It has not entered into, and until the termination of this agreement will not enter into, any agreement with the Debtor or the Secured Party purporting to limit or condition the obligation of the Securities Intermediary to comply with entitlement orders as set forth in Section 3 hereof.

Section 7. Adverse Claims. Except for the claims and interest of the Secured Party and of the Debtor in the Securities Account, the Securities Intermediary does not know of any claim to, or interest in, the Securities Account or in any "financial asset" (as defined in Section 8-102(a) of the UCC) credited thereto. If any person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Securities Account or in any financial asset carried therein, the Securities Intermediary will promptly notify the Secured Party and the Debtor thereof.

Section 8. Maintenance of Securities Account. In addition to, and not in lieu of, the obligation of the Securities Intermediary to honor entitlement orders as agreed in Section 3 hereof, the Securities Intermediary agrees to maintain the Securities Account as follows:

(a) Notice of Sole Control. If at any time the Secured Party delivers to the Securities Intermediary a Notice of Sole Control in substantially the form set forth in Exhibit 1 hereto, the Securities Intermediary agrees that after receipt of such notice, it will take all instruction with respect to the Securities Account solely from the Secured Party; provided, that prior to the delivery of a Notice of Sole Control, the Debtor shall have the right to issue instructions and shall have the right and ability to control, access, withdraw or transfer financial assets from the Securities Account.

(b) Voting Rights. Until such time as the Securities Intermediary receives a Notice of Sole Control pursuant to subsection (a) of this Section 8, the Debtor shall direct the Securities Intermediary with respect to the voting of any financial assets credited to the Securities Account.

(c) Permitted Investments. Until such time as the Securities Intermediary receives a Notice of Sole Control signed by the Secured Party, the Debtor shall direct the Securities Intermediary with respect to the selection of investments to be made; provided, however, that the Securities Intermediary shall not honor any instruction to purchase any investments other than investments of a type describe on Exhibit 2 hereto.

(d) Statements and Confirmations. The Securities Intermediary will promptly send copies of all statements and, at the request of the Secured Party, all confirmations and other correspondence, concerning the Securities Account and/or any financial assets credited thereto simultaneously to each of the Debtor and the Secured Party at the address for each set forth in Section 12 of this Agreement.

(e) Tax Reporting. All items of income, gain, expense and loss recognized in the Securities Account shall be reported to the Internal Revenue Service and all state and local taxing authorities under the name and taxpayer identification number of the Debtor.

Section 9. Representations, Warranties and Covenants of the Securities Intermediary. The Securities Intermediary hereby makes the following representations, warranties and covenants:

(a) The Securities Account has been established as set forth in Section 1 above and the Securities Account will be maintained in the manner set forth herein until termination of this Agreement; and

(b) This Securities Account Control Agreement is the valid and legally binding obligations of the Securities Intermediary.

Section 10. Indemnification of Securities Intermediary. The Debtor and the Secured Party hereby agree that (a) the Securities Intermediary is released from any and all liabilities to the Debtor and the Secured Party arising from the terms of this agreement and the compliance of the Securities Intermediary with the terms hereof, except to the extent that such liabilities arise from the Securities Intermediary's negligence and (b) the Debtor, its successors and assigns shall at all times indemnify and save harmless the Securities Intermediary from and against any and all claims, actions and suits of others arising out of the terms of this agreement or the compliance of the Securities Intermediary with the terms hereof, except to the extent that such arises from the Securities Intermediary's negligence, and from and against any and all liabilities, losses, damages, costs, charges, counsel fees and other expenses of every nature and character arising by reason of the same, until the termination of this agreement.

Section 11. Successors; Assignment. The terms of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective corporate successors or heirs and personal representatives who obtain such rights solely by operation of law. The Secured Party may assign its rights hereunder only with the express written consent of the Securities Intermediary and by sending written notice of such assignment to the Debtor.

Section 12. Notices. Any notice, request or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered on a Business Day (otherwise on the next Business Day) in person or by courier service and signed for against receipt thereof, upon receipt of telefacsimile or telex if received on a Business Day (otherwise on the next Business Day), or three Business Days after depositing it in the United States mail with postage prepaid and properly addressed to the party of the address set forth below.

Debtor:

Secured Party:

Securities Intermediary:

Any party may change his address for notices in the manner set forth above.

Section 13. Termination. The obligations of the Securities Intermediary to the Secured Party pursuant to this Control Agreement shall continue in effect until the security interests of the Secured Party in the Securities Account have been terminated pursuant to the terms of the Security Agreement and the Secured Party has notified the Securities Intermediary of such termination in writing. The Secured Party agrees to provide Notice of Termination in substantially the form of Exhibit 3 hereto to the Securities Intermediary upon the request of the Debtor on or after the termination of the Secured Party's security interest in the Securities Account pursuant to the terms of the Security Agreement. The termination of this Control Agreement shall not terminate the Securities Account or alter the obligations of the Securities Intermediary to the Debtor pursuant to any other agreement with respect to the Securities Account.

Section 14. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

TRUSSWAY INDUSTRIES, INC.

By: _____
 Name:
 Title:

HELLER FINANCIAL, INC.,
 as Administrative Agent

By: _____
 Name:
 Title:

[NAME OF INSTITUTION SERVING AS
 SECURITIES INTERMEDIARY]

By: _____
 Name:

Title:

Exhibit 1

[Letterhead of Heller Financial, Inc.]

[Date]

[Name and Address of Securities Intermediary]

Attention: _____

Re: Notice of Sole Control

Ladies and Gentlemen:

As referenced in the Securities Account Control Agreement, dated _____, _____, among Trussway Industries, Inc., you and the undersigned (a copy of which is attached) we hereby give you notice of our sole control over securities account number _____ (the "Securities Account") and all financial assets credited thereto. You are hereby instructed not to accept any direction, instructions or entitlement orders with respect to the Securities Account or the financial assets credited thereto from any person other than the undersigned, unless otherwise ordered by a court of competent jurisdiction.

You are instructed to deliver a copy of this notice by facsimile transmission to Trussway Industries, Inc.

Very truly yours,

HELLER FINANCIAL, INC.

By: _____

Name:

Title

cc: Trussway Industries, Inc.

Exhibit 2

mitted Investments

Exhibit 3

[Letterhead of Heller Financial, Inc.]

[Date]

[Name and Address of Securities Intermediary]

Attention: _____

Re: Termination of Control Agreement

You are hereby notified that the Control Agreement between you, Trussway Industries, Inc. and the undersigned (a copy of which is attached) is terminated and you have no further obligations to the undersigned pursuant to such Agreement. Notwithstanding any previous instructions to you, you are hereby instructed to accept all future directions with respect to Securities Account number _____ from Trussway Industries, Inc. This notice terminates any obligations you may have to the undersigned with respect to such account, however nothing contained in this notice shall alter any obligations which you may otherwise owe to Trussway Industries, Inc. pursuant to any other agreement.

You are instructed to deliver a copy of this notice by facsimile transmission to [insert name of Debtor].

Very truly yours,

HELLER FINANCIAL, INC.

By: _____
Name:

Title: _____