



**Registration of a Charge**

Company Name: **VALTRIS SPECIALTY CHEMICALS LIMITED**

Company Number: **00995767**



Received for filing in Electronic Format on the: **09/08/2022**

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**Details of Charge**

Date of creation: **01/08/2022**

Charge code: **0099 5767 0016**

Persons entitled: **CERBERUS BUSINESS FINANCE AGENCY, LLC**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SQUIRE PATTON BOGGS (UK) LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 995767

Charge code: 0099 5767 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st August 2022 and created by VALTRIS SPECIALTY CHEMICALS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th August 2022 .

Given at Companies House, Cardiff on 11th August 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

I certify that this is a true and accurate copy of the original instrument

Farzaan Ijaz *Farzaan Ijaz*

EXECUTION VERSION

Date: August 5, 2022

## PLEDGE AND SECURITY AGREEMENT

PLEDGE AND SECURITY AGREEMENT (this "Agreement"), dated as of August 1, 2022, made by each of the Grantors referred to below in favor of CERBERUS BUSINESS FINANCE AGENCY, LLC, a Delaware limited liability company ("CBF"), in its capacity as collateral agent for the Secured Parties referred to below (in such capacity, together with its successors and permitted assigns in such capacity, if any, the "Collateral Agent").

### RECITALS:

WHEREAS, Valor Acquisition Buyer Inc., a Delaware corporation (the "Parent"), Valor Acquisition Merger Sub Inc., a Delaware corporation ("Valor"), as the initial borrower, and immediately upon the consummation of the Valor Acquisition (as defined therein), Polymer Additives Holdings, Inc., a Delaware corporation ("PAH"), each subsidiary of the Parent listed as a "Borrower" on the signature pages thereto (together with Valor and PAH and each other subsidiary of the Parent that executes a joinder agreement and becomes a "Borrower" thereunder, each a "Borrower" and collectively, the "Borrowers"), each subsidiary of the Parent listed as a "Guarantor" on the signature pages thereto (together with the Parent and each other subsidiary of the Parent that executes a joinder agreement and becomes a "Guarantor" thereunder or otherwise guaranties all or any part of the Obligations (as therein defined), each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), the Collateral Agent and CBF, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents") are parties to that certain Financing Agreement, dated as of the date hereof (such agreement, as amended, restated, supplemented, modified or otherwise changed from time to time, including any replacement agreement therefor, being hereinafter referred to as the "Financing Agreement");

WHEREAS, pursuant to the Financing Agreement, the Lenders have agreed to make a term loan and certain revolving loans (each a "Loan" and collectively, the "Loans"), to the Borrowers;

WHEREAS, it is a condition precedent to the Lenders making any Loan and providing any other financial accommodation to the Borrowers pursuant to the Financing Agreement that each Grantor shall have executed and delivered this Agreement to the Collateral Agent for the benefit of the Secured Parties;

WHEREAS, the Grantors are mutually dependent on each other in the conduct of their respective businesses as an integrated operation, with credit needed from time to time by each Grantor often being provided through financing obtained by the other Grantors and the ability to obtain such financing being dependent on the successful operations of all of the Grantors as a whole; and

WHEREAS, each Grantor has determined that the execution, delivery and performance of this Agreement directly benefit, and are in the best interest of, such Grantor.

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Collateral Agent, the Administrative Agent and the Lenders to make and maintain the Loans and to provide financial accommodations to the Borrowers pursuant to the Financing Agreement, the Grantors hereby jointly and severally agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions.

(a) Reference is hereby made to the Financing Agreement for a statement of the terms thereof. All capitalized terms used in this Agreement that are defined in the Financing Agreement or in Article 8 or 9 of the Code and which are not otherwise defined herein shall have the same meanings herein as set forth therein; provided that terms used herein which are defined in the Code on the date hereof shall continue to have the same meaning notwithstanding any replacement or amendment of such statute except as the Collateral Agent may otherwise determine.

(b) The following terms shall have the respective meanings provided for in the Code: "Accounts", "Cash Proceeds", "Certificate of Title", "Chattel Paper", "Commercial Tort Claim", "Commodity Account", "Commodity Contracts", "Deposit Account", "Documents", "Electronic Chattel Paper", "Equipment", "Fixtures", "General Intangibles", "Goods", "Instruments", "Investment Property", "Letter-of-Credit Rights", "Noncash Proceeds", "Payment Intangibles", "Promissory Notes", "Record", "Security Account", "Software", "Supporting Obligations" and "Tangible Chattel Paper".

(c) As used in this Agreement, the following terms shall have the respective meanings indicated below, such meanings to be applicable equally to both the singular and plural forms of such terms:

"Account Debtor" has the meaning specified therefor in Section 1.01 of the Financing Agreement.

"Additional Collateral" has the meaning specified therefor in Section 4(a)(i) hereof.

"Additional Grantor" has the meaning specified therefor in Section 13(f) hereof.

"Borrowers" has the meaning specified therefor in the Recitals hereto.

"Certificated Entities" has the meaning specified therefor in Section 5(m) hereof.

"Code" means the Uniform Commercial Code as in effect from time to time in the State of New York.

"Collateral" has the meaning specified therefor in Section 2 hereof.

"Collateral Agent" has the meaning specified therefor in the preamble hereto.

"Copyright Licenses" means all licenses, contracts or other agreements, whether written or oral, naming any Grantor as licensee and providing for the grant of any right to use or

sell any works covered by any Copyright, other than in-bound non-exclusive licenses; provided that "Copyright Licenses" shall not include any Excluded Collateral.

"Copyrights" means all domestic copyrights, whether registered or unregistered, including, without limitation, all copyright rights (whether now or hereafter arising) in any and all media (whether now or hereafter developed), in and to all original works of authorship fixed in any tangible medium of expression (including computer software and internet website content) now or hereafter owned or acquired by any Grantor, all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Copyright Office or in any similar office or agency of the United States), and all reissues, divisionals, continuations, continuations in part and extensions or renewals thereof, provided that "Copyrights" shall not include any Excluded Collateral.

"Excluded Accounts" has the meaning specified therefor in Section 1.01 of the Financing Agreement.

"Excluded Collateral" has the meaning specified therefor in Section 2 hereof.

"Financing Agreement" has the meaning specified therefor in the Recitals hereto.

"Foreign Subsidiary" has the meaning specified therefor in Section 1.01 of the Financing Agreement.

"Grantors" means the Borrowers and the Guarantors party hereto and each other Person that executes a Security Agreement Supplement and becomes an "Additional Grantor" hereunder.

"Indemnatee" has the meaning specified therefor in Section 1.01 of the Financing Agreement.

"Intellectual Property" means all Copyrights, Patents, Trademarks and Other Intellectual Property, provided that "Intellectual Property" shall not include any Excluded Collateral.

"Irrevocable Proxy" has the meaning specified therefor in Section 4(a)(i) hereof.

"Lenders" has the meaning specified therefor in the Recitals hereto.

"Licenses" means the Copyright Licenses, the Patent Licenses and the Trademark Licenses, provided that "Licenses" shall not include any Excluded Collateral.

"Loans" has the meaning specified therefor in the Recitals hereto.

"Obligations" has the meaning specified therefor in Section 1.01 of the Financing Agreement.

"Other Intellectual Property" means all trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how, formulae, rights of

publicity and privacy and other general intangibles of like nature, now or hereafter acquired or owned by any Grantor, provided that "Other Intellectual Property" shall not include any Excluded Collateral.

"Patent Licenses" means all exclusive licenses, contracts or other agreements, whether written or oral, naming any Grantor as licensee and providing for the grant of any right to manufacture, use or sell any invention covered by any Patent, provided that "Patent Licenses" shall not include any Excluded Collateral.

"Patents" means all domestic letters patent, design patents, utility patents, industrial designs, inventions, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how, formulae, rights of publicity and other general intangibles of like nature, now existing or hereafter acquired, all applications, registrations and recordings thereof, and all reissues, divisionals, continuations, continuations in part and extensions or renewals thereof, in each case owned or hereafter acquired by any Grantor, provided that "Patents" shall not include any Excluded Collateral.

"Perfection Requirements" has the meaning specified therefor in Section 5(j) hereof.

"Pledge Amendment" has the meaning specified therefor in Section 4(a)(ii) hereof.

"Pledged Debt" means the indebtedness described in Schedule VII hereto and all indebtedness from time to time owned or acquired by a Grantor, the Promissory Notes and other Instruments evidencing any or all of such indebtedness, and all Instruments, Investment Property, securities, Equity Interests, stock options and Commodity Contracts, notes, debentures, bonds, Promissory Notes or other evidences of indebtedness from time to time received or otherwise distributed in respect of or in exchange for any or all of such indebtedness, provided that the Pledged Debt shall not include any Excluded Collateral.

"Pledged Interests" means, collectively, (a) the Pledged Debt, (b) the Pledged Shares and (c) all security entitlements in any and all of the foregoing, provided that the Pledged Interests shall not include any Excluded Collateral.

"Pledged Issuers" means, collectively, (a) the Subsidiaries that are issuers of the shares of Equity Interests described in Schedule VIII hereto and (b) any other Subsidiary that is an issuer of Equity Interests at any time and from time to time owned or acquired by a Grantor whose shares of Equity Interests are required to be pledged as Collateral under this Agreement.

"Pledged Partnership/LLC Agreement" has the meaning specified therefor in Section 6(k)(ii) hereof.

"Pledged Shares" means (a) the shares of Equity Interests of the Pledged Issuers whether or not evidenced or represented by any stock certificate, certificated security or other Instrument, (b) the certificates representing such shares of Equity Interests, all options and other rights, contractual or otherwise, in respect thereof and all dividends, distributions, cash, Instruments, Investment Property, financial assets, securities, Equity Interests, stock options and Commodity Contracts, notes, debentures, bonds, Promissory Notes or other evidences of

indebtedness and all other property (including, without limitation, any stock dividend and any distribution in connection with a stock split) from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Equity Interests and (c) other than in connection with a Permitted Disposition of a Pledged Issuer to a Person other than Parent or any of its Subsidiaries, without affecting the obligations of any Grantor under any provision prohibiting such action under this Agreement, the Financing Agreement or any other Loan Document, in the event of any consolidation or merger involving any Pledged Issuer and in which such Pledged Issuer is not the surviving entity or any division of any Pledged Issuer, all Equity Interests of the successor entity formed by or resulting from such consolidation, merger or division, provided that the Pledged Shares shall not include any Excluded Collateral.

"Proceeds" has the meaning specified therefor in Section 1.01 of the Financing Agreement.

"Registration Page" has the meaning specified therefor in Section 4(a)(i) hereof.

"Secured Party" has the meaning specified therefor in Section 1.01 of the Financing Agreement.

"Secured Obligations" has the meaning specified therefor in Section 3 hereof.

"Security Agreement Supplement" has the meaning specified therefor in Section 13(f) hereof.

"Termination Date" means the first date on which all of the Obligations are paid in full in cash and the Commitments of the Lenders are terminated (other than unasserted contingent indemnification obligations).

"Trademark Licenses" means all exclusive licenses, contracts or other agreements, whether written or oral, naming any Grantor as licensee and providing for the grant of any right concerning any Trademark, together with any goodwill connected with and symbolized by any such trademark licenses, contracts or agreements, provided that "Trademark Licenses" shall not include any Excluded Collateral.

"Trademarks" means all domestic trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a's, Internet domain names, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted or acquired by any Grantor, all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States or any state thereof), and all reissues, extensions or renewals thereof, together with all goodwill of the business symbolized by such marks and all customer lists, formulae and other Records of any Grantor relating to the distribution of products and services in connection with which any of such marks are used, provided that "Trademarks" shall not include any Excluded Collateral.

SECTION 2. Grant of Security Interest. As collateral security for the payment, performance and observance of all of the Secured Obligations, each Grantor hereby pledges and collaterally assigns to the Collateral Agent (and its successors and permitted assigns), and grants

to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a continuing security interest in, all personal property and Fixtures of such Grantor, wherever located and whether now or hereafter existing and whether now owned or hereafter acquired, of every kind and description, tangible or intangible, including, without limitation, the following (all being collectively referred to herein as the "Collateral"):

- (a) all Accounts;
- (b) all Chattel Paper (whether tangible or electronic);
- (c) all Commercial Tort Claims, including, without limitation, the Commercial Tort Claims described in Schedule VI hereto;
- (d) all Deposit Accounts, all cash, and all other property from time to time deposited therein or otherwise credited thereto and the monies and property in the possession or under the control of any Secured Party or any affiliate, representative, agent or participant of any Secured Party;
- (e) all Documents;
- (f) all General Intangibles (including, without limitation, all Payment Intangibles, Intellectual Property and Licenses);
- (g) all Goods, including, without limitation, all Equipment, Fixtures and Inventory;
- (h) all Instruments (including, without limitation, Promissory Notes);
- (i) all Investment Property;
- (j) all Letter-of-Credit Rights;
- (k) all Pledged Interests;
- (l) all Supporting Obligations;
- (m) all Additional Collateral;
- (n) all other tangible and intangible personal property and Fixtures of such Grantor (whether or not subject to the Code), including, without limitation, all bank and other accounts and all cash and all investments therein, all proceeds, products, offspring, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the property of such Grantor described in the preceding clauses of this Section 2 hereof (including, without limitation, any proceeds of insurance thereon and all causes of action, claims and warranties now or hereafter held by such Grantor in respect of any of the items listed above), and all books, correspondence, files and other Records pertaining to the Collateral, including, without limitation, all tapes, disks, cards, Software, data and computer programs pertaining to the Collateral in the possession or under the control of such Grantor or any other Person from time to time acting for

such Grantor that at any time evidence or contain information relating to any of the property described in the preceding clauses of this Section 2 hereof; and

(o) all Proceeds, including all Cash Proceeds and Noncash Proceeds, and products of any and all of the foregoing Collateral;

in each case, howsoever such Grantor's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise).

Notwithstanding anything herein to the contrary, the term "Collateral" shall not include, and no Grantor is pledging, nor granting a security interest hereunder in (the following, the "Excluded Collateral"), (i) any of such Grantor's right, title or interest in any personal property and Fixtures of such Grantor, the pledge or grant of a security interest in which would violate any Requirement of Law after giving effect to the applicable anti-assignment provisions of the Code or other applicable Requirement of Law (with no requirement to obtain the consent of any Governmental Authority, including, without limitation, no requirement to comply with the Federal Assignment of Claims Act or any similar statute); provided that (x) immediately upon the ineffectiveness, lapse, termination or waiver of any such violation, the Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such right, title and interest as if such violation had never been in effect and (y) the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect the Collateral Agent's unconditional continuing security interest in and liens upon any rights or interests of a Grantor in or to the proceeds of, or any monies due or to become due under, any such personal property and Fixtures, (ii) any of such Grantor's right, title or interest in any lease, license, permit or agreement to which such Grantor is a party or any of its right, title or interest thereunder or any property subject to a purchase money arrangement or capital lease agreement, to the extent, but only to the extent, that such a grant (A) would, under the express terms of such lease, license, permit, agreement or arrangement, violate or invalidate such lease, license, permit or agreement or such purchase money arrangement, create a right of termination in favor of any party thereto (other than Parent and its Subsidiaries) or (B) would otherwise require consent under the express terms of such lease, license, permit, agreement or arrangement (other than from Parent and its Subsidiaries) after giving effect to the applicable anti-assignment provisions of the Code or other applicable Requirement of Law; provided that (x) immediately upon the ineffectiveness, lapse, termination or waiver of any such provision, the Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such right, title and interest as if such provision had never been in effect and (y) the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect the Collateral Agent's unconditional continuing security interest in and liens upon any rights or interests of a Grantor in or to the proceeds of, or any monies due or to become due under, any such lease, license, permit or agreement, (iii) any intent-to-use United States trademark applications or service mark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office; provided that, upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Collateral, (iv) [reserved], (v) all leasehold interests held by any Grantor (with no requirement to obtain landlord waivers, estoppels or collateral access letters), (vi) any of such Grantor's governmental licenses or state or local franchises, charters and authorizations, to the extent, but only to the extent, that the granting of

security interests therein is prohibited or restricted thereby or by any Requirement of Law after giving effect to the applicable anti-assignment provisions of the Code or other applicable Requirement of Law; provided that (x) immediately upon the ineffectiveness, lapse, termination or waiver of any such prohibition and restriction, the Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such right, title and interest as if such prohibition or restriction had never been in effect and (y) the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect the Collateral Agent's unconditional continuing security interest in and liens upon any rights or interests of a Grantor in or to the proceeds of, or any monies due or to become due under, any such license, contract or agreement, (vii) motor vehicles, airplanes and other assets subject to certificates of title, (viii) Letter-of-Credit Rights and Commercial Tort Claims, other than to the extent such rights can be perfected by filing a UCC financing statement, (ix) [reserved], (x) any of such Grantor's right, title or interest in any assets (including any stock) to the extent a security interest in such assets could reasonably be expected to result in adverse tax consequences (other than de minimis consequences) or adverse regulatory consequences, in each case, as reasonably determined by the Administrative Borrower in consultation with the Collateral Agent, (xi) margin stock (within the meaning of Regulations T, U or X) and any assets of or equity issued by captive insurance subsidiaries, not-for-profit subsidiaries and Immaterial Subsidiaries, (xii) any of such Grantor's right, title or interest in any assets acquired in connection with a Permitted Acquisition or other similar Permitted Investment, in each case so long as such assets are subject (A) only to Liens which are Permitted Liens and (B) to contractual arrangements (not incurred in contemplation of the Loan Documents or such transaction) prohibiting a Lien securing the Loans, (xiii) assets where the cost of obtaining a security interest therein exceeds the practical benefit to the Lenders afforded thereby, in each case as reasonably determined by the Administrative Agent and the Administrative Borrower; (xiv) [reserved], (xv) Excluded Accounts and the funds or other property held in or maintained in any such account, (xvi) any fee-owned real property with a value of less than \$250,000 or located in a jurisdiction other than a Qualified Jurisdiction, (xvii) any assets located outside of a Qualified Jurisdiction and (xviii) solely with respect to the security interest created or granted by Non-U.S. Grantors (as defined below) under this Agreement, any property acquired, owned or held by any Grantor that is not organized under the laws of the United States or any state thereof (each such Grantor, a "Non-U.S. Grantor" and, collectively the "Non-U.S. Grantors") other than any of the following property owned by a Non-U.S. Grantor: (v) Intellectual Property, (w) Equity Interests of any U.S. Subsidiary, (x) the certificates, if any, representing such Equity Interests, (y) all dividends, distributions, return of capital, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Equity Interests and (z) all warrants, rights and options issued thereon or with respect thereto.

Notwithstanding anything to the contrary in the foregoing clauses, no Grantor shall be required to (x) take any perfection action other than those described in Section 7.01 of the Financing Agreement, or (y) take any perfection action other than in the Qualified Jurisdictions.

**SECTION 3. Security for Secured Obligations.** The security interest created hereby in the Collateral constitutes continuing collateral security for all of the following obligations, whether now existing or hereafter incurred (the "Secured Obligations"):

(a) the prompt payment by each Grantor, as and when due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), of all

amounts from time to time owing by it in respect of the Financing Agreement and/or the other Loan Documents, including, without limitation, (i) all Obligations, (ii) in the case of a Guarantor, all amounts from time to time owing by such Grantor in respect of its guaranty made under any Guaranty to which it is a party, including, without limitation, all obligations guaranteed by such Grantor and (iii) all interest, fees, premiums, commissions, charges, expense reimbursements, indemnifications and all other amounts due or to become due under any Loan Document (including, without limitation, all interest, fees, commissions, charges, expense reimbursements, indemnifications and other amounts that accrue after, or that would have accrued but for, the commencement of any Insolvency Proceeding of any Loan Party, whether or not the payment of such interest, fees, commissions, charges, expense reimbursements, indemnifications and other amounts are unenforceable or are not allowable, in whole or in part, due to the existence of such Insolvency Proceeding); and

(b) the prompt payment and due performance and observance by each Grantor of all of its other obligations from time to time existing in respect of this Agreement and any other Loan Document.

#### SECTION 4. Delivery of the Pledged Interests.

(a) Subject to the Certain Funds Provision, (i) all promissory notes currently evidencing the Pledged Debt (other than any promissory note evidencing Pledged Debt in an amount less than \$150,000 individually or \$400,000 in the aggregate for all such promissory notes) and (ii) all certificates currently representing the Pledged Shares shall be delivered to the Collateral Agent on the Effective Date, other than any certificates representing Pledged Shares that after the use of commercially reasonable efforts could not be obtained from the sellers under the Valor Acquisition Agreement (which certificates shall be delivered in accordance with Section 5.03 of the Financing Agreement). All other Promissory Notes, certificates and Instruments with a value in excess of \$150,000 individually or \$400,000 in the aggregate for all such promissory notes, constituting Pledged Interests from time to time required to be pledged to the Collateral Agent pursuant to the terms of this Agreement or the Financing Agreement (the "Additional Collateral") shall be delivered to the Collateral Agent promptly upon, but in any event within 20 days of, receipt thereof by or on behalf of any of the Grantors (or such longer period as the Administrative Agent may agree in its reasonable discretion). All such Promissory Notes, certificates and Instruments shall be (A) held by or on behalf of the Collateral Agent pursuant hereto, (B) to the extent required to be delivered hereunder, delivered in suitable form for transfer by delivery or shall be accompanied by duly executed instruments of transfer or assignment or undated stock powers executed in blank and (C) with respect to any Pledged Shares that are certificated, accompanied by (1) a duly executed irrevocable proxy coupled with an interest, in substantially the form of Exhibit D hereto (an "Irrevocable Proxy"), and (2) a duly acknowledged Equity Interest registration page, in blank, from each Pledged Issuer, substantially in the form of Exhibit E hereto, or otherwise in form and substance reasonably satisfactory to the Collateral Agent (a "Registration Page"), all in form and substance reasonably satisfactory to the Collateral Agent. If any Pledged Interests consist of uncertificated securities, unless the immediately following sentence is applicable thereto, such Grantor shall promptly notify the Collateral Agent thereof and, at the Collateral Agent's request, cause (x) the Collateral Agent (or its designated custodian or nominee) to become the registered holder thereof, or (y) each issuer of such securities to agree that it will comply with instructions originated by the Collateral Agent with respect to

such securities without further consent by such Grantor, in each case subject to the terms of this Agreement (including any notice requirements) and following the occurrence and continuance of an Event of Default. If any Pledged Interests consist of security entitlements, such Grantor shall promptly notify the Collateral Agent thereof and at the Collateral Agent's request (x) transfer such security entitlements to the Collateral Agent (or its custodian, nominee or other designee), or (y) cause the applicable securities intermediary to agree that it will comply with entitlement orders by the Collateral Agent without further consent by such Grantor, in each case subject to the terms of this Agreement (including any notice requirements) and following the occurrence and continuance of an Event of Default.

(ii) Within 20 days of the receipt by a Grantor of any Additional Collateral (or such longer period as the Administrative Agent may agree in its reasonable discretion), a pledge amendment duly executed by such Grantor, in substantially the form of Exhibit A hereto (a "Pledge Amendment"), shall be delivered to the Collateral Agent, in respect of the Additional Collateral that must be pledged pursuant to this Agreement or the Financing Agreement. The Pledge Amendment shall from and after delivery thereof constitute part of Schedules VII and VIII hereto. Each Grantor hereby authorizes the Collateral Agent to attach each Pledge Amendment to this Agreement and agrees that all Promissory Notes, certificates or Instruments listed on any Pledge Amendment delivered to the Collateral Agent shall for all purposes hereunder constitute Pledged Interests and such Grantor shall be deemed upon delivery thereof to have made the representations and warranties set forth in Section 5 hereof with respect to such Additional Collateral.

(b) If any Grantor shall receive, by virtue of such Grantor being or having been an owner of any Pledged Interests, any Additional Collateral consisting of any (i) Equity Interest certificate (including, without limitation, any certificate representing an Equity Interest dividend or distribution in connection with any increase or reduction of capital, reclassification, merger, consolidation, division, sale of assets, combination of shares, stock split, spin-off or split-off), Promissory Note or other Instrument, (ii) option or right, whether as an addition to, substitution for, or in exchange for, any Pledged Interests, or otherwise, (iii) dividends or other distributions payable in cash (except such dividends and/or other distributions permitted to be retained by any such Grantor pursuant to Section 7 hereof) or in securities or other property or (iv) dividends, distributions, cash, Instruments, Investment Property and other 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, such Grantor shall receive such Equity Interest certificate, Promissory Note, Instrument, option, right, payment or distribution in trust for the benefit of the Collateral Agent (except, with respect to subclauses (iii) and (iv), to the extent it is permitted to be retained by such Grantor pursuant to the terms of this Agreement and the Financing Agreement), shall segregate it from such Grantor's other property and, unless not required under this Agreement, shall promptly deliver it to the Collateral Agent, in the exact form received, with any necessary indorsement and/or appropriate instrument of transfer or assignment duly executed in blank (and, in the case of any Additional Collateral described in clause (b)(i) above, with an Irrevocable Proxy and Registration Page with respect to any such Additional Collateral), all in form and substance reasonably satisfactory to the Collateral Agent, to be held by the Collateral Agent as Pledged Interests and as further collateral security for the Secured Obligations.

SECTION 5. Representations and Warranties. Each Grantor jointly and severally

represents and warrants as follows:

(a) Schedule I hereto sets forth a true and correct list as of the date hereof of (i) the exact legal name of each Grantor, (ii) the jurisdiction of organization of each Grantor, (iii) the type of organization of each Grantor and (iv) the organizational identification number of each Grantor (or states that no such organizational identification number exists).

(b) As of the date hereof, all Equipment, Fixtures, Inventory and other Goods now existing (other than Equipment out for repair, Inventory in transit and immaterial assets having value not exceeding \$500,000 in the aggregate) are, and all Equipment, Fixtures, Inventory and other Goods hereafter existing (other than Equipment out for repair, Inventory in transit and immaterial assets having value not exceeding \$500,000 in the aggregate) will be, located at the addresses specified therefor in Schedule III hereto (as amended, supplemented or otherwise modified from time to time). As of the date hereof, each Grantor's chief place of business and chief executive office, the place where such Grantor keeps its Records concerning Accounts and all originals of all Chattel Paper are located at the addresses specified therefor in Schedule III hereto (as amended, supplemented or otherwise modified from time to time in accordance with the terms hereof). As of the date hereof, none of the Accounts is evidenced by Promissory Notes or other Instruments (except for Promissory Notes evidencing indebtedness of not more than \$200,000 in the aggregate). Set forth in Schedule IV hereto is a true and correct list, as of the date of this Agreement, of each Deposit Account, Securities Account and Commodities Account of each Grantor, together with the name and address of each institution at which each such Account is maintained, the account number for each such Account and a description of the purpose of each such Account.

(c) Schedule II represents all of the Grantors' Licenses existing on the date of this Agreement, other than in-bound licenses for commercial off-the-shelf software and agreements the loss of which could not reasonably be expected to have a Material Adverse Effect. Except as could not reasonably be expected to have a Material Adverse Effect, whether individually or in the aggregate, each such License sets forth the entire agreement and understanding of the parties thereto relating to the subject matter thereof in all material respects, and there are no other material agreements, arrangements or understandings, written or oral, relating to the matters covered thereby or the rights of any Grantor or any of its Affiliates in respect thereof. Except as could not reasonably be expected to have a Material Adverse Effect, whether individually or in the aggregate, as of the date hereof, each License existing is the legal, valid and binding obligation of the Grantor party thereto, enforceable against such Grantor in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or by general equitable principles relating to enforceability. Except as could not reasonably be expected to have a Material Adverse Effect, whether individually or in the aggregate, as of the date hereof, (i) no party to any material License has given any Grantor written notice of its intention to cancel, terminate or fail to renew any such License and (ii) to the actual knowledge of the Grantors, no party to any such License has given any Grantor any other written notice of its intention to cancel, terminate or fail to renew any such License.

(d) Schedule II hereto sets forth a true and complete list of all Intellectual Property owned by each Grantor as of the date hereof that is registered with a United

States governmental authority or with respect to which an application for registration has been filed with a United States governmental authority. Except as could not reasonably be expected to have a Material Adverse Effect, whether individually or in the aggregate, all such Intellectual Property (i) is subsisting and in full force and effect, (ii) has not been adjudged invalid or unenforceable, (iii) is valid and enforceable and (iv) has not been abandoned in whole or in part, as of the date hereof. Except as could not reasonably be expected to have a Material Adverse Effect, whether individually or in the aggregate, no such Intellectual Property is the subject of any franchising agreement, as of the date hereof. No Intellectual Property owned or used by any Grantor conflicts with the rights of others to any Intellectual Property and no Grantor is now infringing or in conflict with any such rights of others, and to the knowledge of each Grantor, no other Person is now infringing or in conflict with any such properties, assets and rights owned or used by any Grantor, except for infringements and conflicts that could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, as of the date hereof. Except as could not reasonably be expected to have a Material Adverse Effect, whether individually or in the aggregate, within the past two years, no Grantor has received any written notice that it is violating or has violated the Intellectual Property rights of any third party, as of the date hereof.

(e) To the knowledge of each Grantor, as of the date hereof, none of the Other Intellectual Property of any Grantor has been used, divulged, disclosed or appropriated to the detriment of such Grantor for the benefit of any other Person other than such Grantor; no employee, independent contractor or agent of any Grantor has misappropriated any Other Intellectual Property of any other Person in the course of the performance of his or her duties as an employee, independent contractor or agent of such Grantor; and no employee, independent contractor or agent of any Grantor is in default or breach of any term of any employment agreement, non-disclosure agreement, assignment of inventions agreement or similar agreement, or contract relating in any way to the protection, ownership, development, use or transfer of such Grantor's Intellectual Property, except in each case for such use, divulgence, disclosure, appropriation, misappropriation, default, or breach that could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(f) As of the Effective Date, Schedule VIII includes all Equity Interests and Pledged Debt required to be pledged by such Grantor hereunder. The Pledged Shares have been duly authorized and validly issued and are fully paid and nonassessable (if applicable) and the holders thereof are not entitled to any preemptive, first refusal or other similar rights. Except as noted in Schedule VIII hereto, the Pledged Shares constitute 100% (or in respect of any Pledged Issuers which are Excluded Foreign Subsidiaries, 65% (or, if no adverse tax consequence would result (as mutually determined by the Administrative Borrower and the Collateral Agent), 100%) of the voting (and 100% of the non-voting) Equity Interests) of the issued shares of Equity Interests of the Pledged Issuers as of the date hereof. All other shares of Equity Interests constituting Pledged Interests will be duly authorized and validly issued, fully paid and nonassessable (if applicable).

(g) To the knowledge of the Grantors, as of the Effective Date, the Promissory Notes evidencing the Pledged Debt have been, and all other Promissory Notes from time to time evidencing Pledged Debt, when executed and delivered, will have been, duly authorized, executed and delivered by the respective makers thereof, and all such Promissory Notes are or will be, as the case may be, legal, valid and binding obligations of such makers,

enforceable against such makers in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or by general equitable principles relating to enforceability.

(h) The Grantors are and will be at all times the sole and exclusive owners of, or otherwise have and will have adequate rights in (except as otherwise permitted by the Loan Documents), the Collateral free and clear of any Liens except for the Permitted Liens. No effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording or filing office except such as may have been filed to perfect or protect any Permitted Lien.

(i) The execution, delivery and performance by each Grantor of this Agreement (A) do not and will not contravene any applicable Requirement of Law or any Contractual Obligation binding on or otherwise affecting it or any of its properties and (B) do not and will not result in or require the creation of any Lien (other than Permitted Liens) upon or with respect to any of its properties, except to the extent where such contravention, default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal could not reasonably be expected to result in a Material Adverse Effect.

(j) No material authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required in connection with the due execution, delivery and performance of this Agreement by any Grantor party hereto other than (i) those that have been obtained or will be obtained and/or made and (ii) filings and recordings with respect to Collateral to be made, or otherwise delivered to the Collateral Agent for filing or recordation, on or contemporaneous with the Effective Date or in connection with Liens granted pursuant to Section 7.01(b) of the Financing Agreement. No material authorization or approval or other action by, and no notice to or filing with, any Governmental Authority, is required for the perfection of the security interest purported to be created hereby in the Collateral (to the extent perfection is required in accordance with the terms of this Agreement and to the extent perfection may be achieved thereby), except (A) for the filing under the Uniform Commercial Code as in effect in the applicable jurisdictions of the financing statements described in Schedule V hereto with respect to the portion of the Collateral that may be perfected thereby, (B) with respect to the perfection of the security interest created hereby in the United States Intellectual Property and Licenses, for the recording of the appropriate Assignment for Security, substantially in the form of Exhibit B hereto in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, (C) with respect to any action that may be necessary to obtain control of Deposit Accounts, Electronic Chattel Paper or Investment Property constituting Collateral, the taking of such actions, and (D) to the extent applicable, the Collateral Agent's having possession of all Chattel Paper, Instruments and cash constituting Collateral (subclauses (A) -- (D), each a "Perfection Requirement" and collectively, the "Perfection Requirements").

(k) This Agreement creates or, when entered into, will create, in favor of the Collateral Agent, for the benefit of the Secured Parties (to the extent legally possible and subject to any Requirements of Law), a legal, valid and enforceable security interest in the Collateral secured thereby, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights

generally and by general principles of equity and mandatory provisions of the law. The compliance with the Perfection Requirements will result in the perfection of such security interests in the Collateral (to the extent perfection is required in accordance with the terms of this Agreement and to the extent perfection may be achieved thereby). After compliance with the Perfection Requirements, such security interests in the Collateral are, or in the case of Collateral in which any Grantor obtains rights after the date hereof, will be perfected (to the extent perfection is required in accordance with the terms of this Agreement and to the extent perfection may be achieved thereby), first priority security interests, subject in priority only to the Permitted Liens that, pursuant to the definition of the term "Permitted Liens", are permitted to be prior to the Liens in favor of the Collateral Agent, for the benefit of the Secured Parties.

(l) As of the date hereof, no Grantor holds any Commercial Tort Claims in respect of which a claim has been filed in a court of law which can be perfected by filing a UCC financing statement, except for such claims described in Schedule VI.

(m) Each Grantor and any of its Subsidiaries that is a partnership or a limited liability company with certificated Equity Interests and is a Pledged Issuer has irrevocably opted into (and has caused each of its Subsidiaries that is a partnership or a limited liability company with certificated Equity Interests, and a Pledged Issuer to opt into) Article 8 of the relevant Uniform Commercial Code (collectively, the "Certificated Entities"). Such interests are securities for purposes of Article 8 of the relevant Uniform Commercial Code. With respect to each Grantor and its Subsidiaries that is a partnership or a limited liability company and is a Pledged Issuer and is not a Certificated Entity, the partnership interests or membership interests of each such Person are not (i) dealt in or traded on securities exchanges or in securities markets, (ii) securities for purposes of Article 8 of any relevant Uniform Commercial Code, (iii) investment company securities within the meaning of Section 8-103 of any relevant Uniform Commercial Code or (iv) evidenced by a certificate. Such partnership interests or membership interests constitute General Intangibles for purposes of Article 8 of the relevant Uniform Commercial Code.

SECTION 6. Covenants as to the Collateral. In accordance with Section 7.01 of the Financing Agreement, during the period from the Effective Date until the Termination Date, unless the Collateral Agent shall otherwise consent in writing:

(a) Further Assurances. Subject to the last two paragraphs of Section 2 hereof, each Grantor will take such action and execute, acknowledge and deliver, at its sole cost and expense, such agreements, instruments or other documents as the Collateral Agent may reasonably require from time to time in order (i) to perfect and protect, or maintain the perfection of, the security interest and Lien on the Collateral purported to be created hereby; (ii) to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder in respect of the Collateral in the manner contemplated herein; or (iii) otherwise to effect the purposes of this Agreement, including, without limitation: (A) [reserved], (B) if any Account shall be evidenced by a Promissory Note or other Instrument or Chattel Paper, to the extent required hereunder, delivering and pledging to the Collateral Agent such Promissory Note, other Instrument or Chattel Paper, duly endorsed and accompanied by executed instruments of transfer or assignment, all in form and substance reasonably satisfactory to the Collateral Agent; (C) executing and filing (to the extent, if any, that such Grantor's signature is required thereon) or authenticating the filing of, such financing or continuation statements, or amendments thereto, (D) with respect to issued,

registered or applied-for Intellectual Property hereafter existing and not covered by an appropriate security interest grant, the executing and recording in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, appropriate instruments granting a security interest, as may be necessary or desirable or that the Collateral Agent may reasonably request in order to perfect and preserve the security interest purported to be created hereby, (E) delivering to the Collateral Agent Irrevocable Proxies and Registration Pages in respect of the Pledged Interests, (F) furnishing to the Collateral Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Collateral Agent may reasonably request, all in reasonable detail, (G) if at any time after the date hereof, any Grantor acquires or holds any Commercial Tort Claim which can be perfected by filing a UCC financing statement, promptly notifying the Collateral Agent in a writing signed by such Grantor setting forth a brief description of such Commercial Tort Claim, which writing shall be in form and substance reasonably satisfactory to the Collateral Agent, (H) [reserved], and (I) taking all actions reasonably requested by the Administrative Agent in any relevant Uniform Commercial Code jurisdiction. No Grantor shall take or fail to take any action which could in any manner impair the validity or enforceability of the Collateral Agent's security interest in and Lien on any material portion of the Collateral, except as expressly permitted under the terms of the Financing Agreement or any other Loan Document.

(b) [Reserved].

(c) [Reserved].

(d) Provisions Concerning the Accounts and the Licenses.

(i) Each Grantor will, except as otherwise provided in this subsection (d), continue to collect, at its own expense, all amounts due or to become due under the Accounts. In connection with such collections, each Grantor may (and, at the Collateral Agent's reasonable direction, will) take such action as such Grantor (or, if applicable, the Collateral Agent) may deem necessary or advisable in its reasonable business judgment to enforce collection or performance of the Accounts; provided, however, that the Collateral Agent shall have the right at any time, upon the occurrence and during the continuance of an Event of Default, to notify the Account Debtors or obligors under any Accounts of the assignment of such Accounts to the Collateral 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 the Administrative Agent's Account and, upon such notification and at the expense of such Grantor and to the extent permitted by law, 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 until such time as the subject Event of Default is cured or waived. After receipt by any Grantor of a notice from the Collateral Agent that the Collateral Agent has notified, intends to notify, or has enforced or intends to enforce a Grantor's rights against the Account Debtors or obligors under any Accounts as referred to in the proviso to the immediately preceding sentence, (A) all amounts and proceeds (including Instruments) received by such Grantor in respect of the Accounts shall be received in trust for the benefit of the Collateral Agent hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over to the Administrative Agent's Account in the same form as so received (with any necessary endorsement) to be applied as specified in Section 9(d) hereof, and (B) such Grantor will 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. Any such securities, cash, investments and other items so received by the Collateral Agent or its designated agent shall (in the sole and absolute discretion of the Collateral Agent) be held as additional Collateral for the Secured Obligations or distributed in accordance with Section 9 hereof.

(ii) [Reserved].

(iii) [Reserved].

(iv) Each Grantor will use commercially reasonable efforts in its reasonable business judgment to exercise promptly and diligently the rights which it may have under each License material to its business and will duly perform and observe in all material respects all of its material obligations under each such License and will take all action necessary to maintain such Licenses in full force and effect (other than the termination or expiration of a License by its terms or in the ordinary course of business) unless otherwise permitted under the Financing Agreement and the other Loan Documents. No Grantor will, without the prior consent of the Collateral Agent, cancel, terminate, amend or otherwise modify in any material respect, or waive any material provision of, any License material to its business (other than the termination or expiration of a License by its terms or in the ordinary course of business) unless otherwise permitted under the Financing Agreement and the other Loan Documents.

(e) Notices and Communications; Defense of Title; Amendments; Equity Issuances. Each Grantor will:

(i) at the Grantors' joint and several expense, promptly deliver to the Collateral Agent a copy of each notice or other material communication received by it in respect of the Pledged Interests;

(ii) at the Grantors' joint and several expense, defend the Collateral Agent's right, title and security interest in and to the Pledged Interests against the claims of any Person, keep the Pledged Interests free from all Liens (except Permitted Liens), and not sell, exchange, transfer, assign, lease or otherwise dispose of the Pledged Interests or any interest therein, except as permitted under the Financing Agreement and the other Loan Documents;

(iii) not make or consent to any amendment or other modification or waiver with respect to any Pledged Interests or enter into any agreement or permit to exist any restriction with respect to any Pledged Interests other than as permitted under the Financing Agreement and the other Loan Documents; and

(iv) not permit the issuance of (A) any additional shares of any class of Equity Interests of any Pledged Issuer, (B) any securities convertible voluntarily by the holder thereof or automatically upon the occurrence or non-occurrence of any event or condition into, or exchangeable for, any such shares of Equity Interests or (C) any warrants, options, contracts or other commitments entitling any Person to purchase or otherwise acquire any such shares of Equity Interests, in each case, other than as permitted under the Financing Agreement and the other Loan Documents.

(f) Intellectual Property.

(i) If applicable, each Grantor has duly executed and delivered the applicable Assignment for Security in the form attached hereto as Exhibit B. Except as provided in subsection (ii) below and except as could not reasonably be expected to have a Material Adverse Effect, whether individually or in the aggregate, (1) each Grantor (either itself or through licensees) will, and will use commercially reasonable efforts to cause each licensee thereof to, take all action necessary to maintain all of the material Intellectual Property owned by any Grantor in full force and effect, including, without limitation, using the proper statutory notices and markings and using the material Trademarks on each applicable trademark class of goods in order to so maintain such Trademarks in full force, free from any claim of abandonment for non-use, and (2) no Grantor will (and will use commercially reasonable efforts not to permit any licensee thereof to) do any act or knowingly omit to do any act whereby any such Intellectual Property may become invalidated.

(ii) Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, no Grantor shall have an obligation to use or to maintain any Intellectual Property owned by such Grantor (A) that relates solely to any product or work, that has been, or is in the process of being, discontinued, abandoned or terminated, (B) that is being replaced with Intellectual Property substantially similar to such Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is or will immediately be subject to the Lien created by this Agreement, (C) that is substantially the same as any other such Intellectual Property that is in full force, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such other Intellectual Property and so long as such other Intellectual Property is subject to the Lien and security interest created by this Agreement or (D) that is not material. Moreover, each Grantor may refrain from taking, or shall be permitted to take, as the case may be, any actions otherwise prohibited or required by this Section 6 with respect to Intellectual Property which it determines in its good faith commercially reasonable business judgment not to be useful to the business of the Grantors, when taken as a whole, or worth protecting or maintaining (including without limitation by abandoning, failing to defend or maintain or causing any such Intellectual Property to become unenforceable, abandoned, invalidated or publicly available) or is otherwise not material.

(iii) Except as could not reasonably be expected to have a Material Adverse Effect, whether individually or in the aggregate, each Grantor will cause to be taken all necessary steps in any proceeding before the United States Patent and Trademark Office and the United States Copyright Office to maintain each registration of material Intellectual Property owned by such Grantor (other than the Intellectual Property described in Section 6(f)(ii) hereof), including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings and payment of maintenance fees, filing fees, taxes or other governmental fees. If any Intellectual Property owned by the Grantors is infringed, misappropriated, diluted or otherwise violated in any material respect by a third party, the Grantors shall, except where such infringement, misappropriation, dilution or other violation could not be reasonably expected to have a Material Adverse Effect, whether individually or in the aggregate, (A) upon obtaining knowledge of such infringement, misappropriation, dilution or other violation, promptly notify the Collateral Agent and (B) to the extent the Grantors shall deem appropriate under

the circumstances, promptly sue for infringement, misappropriation, dilution or other violation, seek injunctive relief where appropriate and recover any and all damages for such infringement, misappropriation, dilution or other violation, or take such other actions as the Grantors shall deem appropriate under the circumstances to protect such Intellectual Property.

(iv) Each Grantor shall furnish to the Collateral Agent statements and schedules further identifying and describing the registered or applied-for Intellectual Property owned by the Grantors and Licenses (other than in-bound licenses for commercial off-the-shelf software and agreements the loss of which could not reasonably be expected to have a Material Adverse Effect) as the Collateral Agent may reasonably request in writing, all in reasonable detail and promptly upon the reasonable request of the Collateral Agent, following receipt by the Collateral Agent of any such statements or schedules, the Grantors shall modify this Agreement by amending Schedule II hereto to include any such Intellectual Property and such Licenses, as applicable, as the case may be, which become part of the Collateral under this Agreement, and, subject to Section 2, shall execute and authenticate such documents and do such acts as shall be reasonably requested in writing by the Collateral Agent and necessary or, in the judgment of the Collateral Agent, desirable to subject such Intellectual Property and such Licenses to the Lien and security interest created by this Agreement.

(v) Notwithstanding anything herein to the contrary, upon the occurrence and during the continuance of an Event of Default, no Grantor may abandon or otherwise permit any Intellectual Property owned by the Grantors and constituting Collateral to become invalid without the prior written consent of the Collateral Agent, and if any Intellectual Property is infringed, misappropriated, diluted or otherwise violated in any material respect by a third party, the Grantors will take such action as the Collateral Agent shall deem appropriate under the circumstances to protect such Intellectual Property.

(vi) In the event that any Grantor shall (A) obtain rights to any new Trademarks necessary for the operation of its business, or any reissue, renewal or extension of any existing Trademark necessary for the operation of its business, (B) obtain rights to or develop any new patentable inventions, or become entitled to the benefit of any Patent, or any reissue, division, continuation, renewal, extension or continuation-in-part of any existing Patent or any improvement thereof (whether pursuant to any license or otherwise), (C) obtain rights to or develop any new works protectable by Copyright, or become entitled to the benefit of any rights with respect to any Copyright or any registration or application therefor, or any renewal or extension of any existing Copyright or any registration or application therefor, or (D) obtain rights to or develop new Other Intellectual Property, the provisions of Section 2 hereof shall automatically apply thereto.

(vii) Each Grantor shall execute, authenticate and deliver any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request in writing to evidence the Collateral Agent's security interest hereunder in such Intellectual Property and the General Intangibles of such Grantor relating thereto or represented thereby, and, effective after the occurrence and during the continuance of an Event of Default and subject to any notice requirements set forth in the Financing Agreement, each Grantor hereby appoints the Collateral Agent its attorney-in-fact to execute and/or authenticate and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed, and such power (being

coupled with an interest) shall be irrevocable until the Termination Date.

(g) Deposit, Commodities and Securities Accounts. In accordance with Article VIII of the Financing Agreement, each Grantor shall cause each Cash Management Bank with an account referred to in Schedule IV hereto to execute and deliver to the Collateral Agent (or its designee) a Cash Management Agreement, in form and substance reasonably satisfactory to the Collateral Agent, duly executed by such Grantor and such Cash Management Bank, or enter into other arrangements in form and substance reasonably satisfactory to the Collateral Agent. The provisions of this Section 6(g) shall not apply to any Excluded Accounts.

(h) [Reserved].

(i) Control. Each Grantor hereby agrees to take any or all action that the Collateral Agent may reasonably request and may be necessary or, in the judgement of the Collateral Agent, desirable in order for the Collateral Agent to obtain control in accordance with Sections 9-104, 9-105, 9-106, and 9-107 of the Code with respect to the following Collateral: (i) Deposit Accounts (other than Excluded Accounts), (ii) Securities Accounts (other than Excluded Accounts); (iii) Electronic Chattel Paper and (iv) Investment Property that constitutes Supporting Obligations for other Collateral, in each case, other than with respect to Excluded Collateral. Each Grantor hereby acknowledges and agrees that any agent or designee of the Collateral Agent shall be deemed to be a "secured party" with respect to the Collateral under the control of such agent or designee for all purposes.

(j) Records.

(i) Each Grantor shall keep adequate records concerning the Accounts, Chattel Paper and Pledged Interests.

(ii) [Reserved].

(k) Partnership and Limited Liability Company Interests.

(i) Except with respect to partnership interests and limited liability company interests evidenced by a certificate, which certificate has been pledged and delivered to the Collateral Agent pursuant to Section 4 hereof, no Grantor that is a partnership or a limited liability company shall, nor shall any Grantor with any Domestic Subsidiary that is a partnership or a limited liability company, permit such Subsidiary's partnership interests or membership interests to (A) be dealt in or traded on securities exchanges or in securities markets, (B) become a security for purposes of Article 8 of any relevant Uniform Commercial Code, (C) become an investment company security within the meaning of Section 8-103 of any relevant Uniform Commercial Code or (D) be evidenced by a certificate. Each Grantor agrees that such partnership interests or membership interests shall constitute General Intangibles.

(ii) Each Grantor covenants and agrees that each limited liability company agreement, operating agreement, membership agreement, partnership agreement or similar agreement to which a Grantor is a party and relating to any Pledged Interests (as amended, restated, supplemented or otherwise modified from time to time, each a "Pledged Partnership/LLC Agreement") will reflect terms, in each case, to the extent required hereunder and in accordance

with this Agreement: (A) to permit each member, manager and partner that is a Grantor (1) to pledge all of the Pledged Interests in which such Grantor has rights, (2) to grant and collaterally assign to the Collateral Agent, for the benefit of each Secured Party, a lien on and security interest in such Pledged Interests and (3) to, upon any foreclosure by the Collateral Agent on such Pledged Interests (or any other sale or transfer of such Pledged Interests in lieu of such foreclosure), transfer to the Collateral Agent (or to the purchaser or other transferee of such Pledged Interests in lieu of such foreclosure) its rights and powers to manage and control the affairs of the applicable Pledged Issuer, in each case, without any further consent, approval or action by any other party, including, without limitation, any other party to any Pledged Partnership/LLC Agreement or otherwise and (B) to provide that (1) the bankruptcy or insolvency of such Grantor shall not cause such Grantor to cease to be a holder of such Pledged Interests, (2) upon the occurrence of such an event, the applicable Pledged Issuer shall continue without dissolution and (3) such Grantor waives, to the extent permitted by applicable law, any right it might have to agree in writing to dissolve the applicable Pledged Issuer upon the bankruptcy or insolvency of such Grantor, or the occurrence of an event that causes such Grantor to cease to be a holder of such Pledged Interests.

(iii) Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent or its designee shall have the right (but not the obligation) to be substituted for the applicable Grantor as a member, manager or partner under the applicable Pledged Partnership/LLC Agreement, and the Collateral Agent or its designee shall have all rights, powers and benefits of such Grantor as a member, manager or partner, as applicable, under such Pledged Partnership/LLC Agreement in accordance with the terms of this Section 6(k). For avoidance of doubt, such rights, powers and benefits of a substituted member, manager or partner shall include all voting and other rights and not merely the rights of an economic interest holder.

(iv) During the period from the Effective Date until the Termination Date, no further consent, approval or action by any other party, including, without limitation, any other party to the applicable Pledged Partnership/LLC Agreement or otherwise shall be necessary to permit the Collateral Agent or its designee to be substituted as a member, manager or partner pursuant to this Section 6(k). The rights, powers and benefits granted pursuant to this paragraph shall inure to the benefit of the Collateral Agent, on its own behalf and on behalf of each other Secured Party, and each of their respective successors, assigns and designees, as intended third party beneficiaries.

(v) Each Grantor and each applicable Pledged Issuer agrees that during the period from the Effective Date until the Termination Date, no Pledged Partnership/LLC Agreement shall be amended to be inconsistent with the provisions of this Section 6(k) without the prior written consent of the Collateral Agent.

#### SECTION 7. Voting Rights, Dividends, Etc. in Respect of the Pledged Interests.

(a) So long as no Event of Default shall have occurred and be continuing:

(i) each Grantor may exercise any and all voting and other consensual rights pertaining to any Pledged Interests for any purpose not inconsistent with the terms of this Agreement, the Financing Agreement or the other Loan Documents; provided,

however, that (A) no Grantor will exercise or refrain from exercising any such right, as the case may be, following receipt from the Collateral Agent of at least one Business Day's prior written notice that, in the Collateral Agent's judgment, such action (or inaction) could reasonably be expected to adversely affect in any material respect the vote, liquidity or marketability of any Collateral or the creation, perfection and priority of the Collateral Agent's Lien unless such action (or inaction) is otherwise permitted by the Financing Agreement and (B) each Grantor will give the Collateral Agent prior notice of the manner in which it intends to exercise, or the reasons for refraining from exercising, any such right which could reasonably be expected to adversely affect in any material respect the value, liquidity or marketability of any material portion of the Collateral or the creation, perfection and priority of the Collateral Agent's Lien thereon; and

(ii) each Grantor may receive and retain any and all dividends, interest or other distributions paid in respect of the Pledged Interests to the extent permitted by the Financing Agreement; provided, however, that any and all (A) 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 Pledged Interests, (B) dividends and other distributions paid or payable in cash in respect of any Pledged Interests in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in surplus which at the time of such payment was not permitted by the Financing Agreement, and (C) cash paid, payable or otherwise distributed in redemption of, or in exchange for, any Pledged Interests, together with any dividend, interest or other distribution or payment which at the time of such payment was not permitted by the Financing Agreement, shall be, and shall forthwith be delivered to the Collateral Agent, to hold as, Collateral and shall, if received by any of the Grantors, be received in trust for the benefit of the Collateral Agent, shall be segregated from the other property or funds of the Grantors, and shall be forthwith delivered to the Collateral Agent in the exact form received with any necessary indorsement and/or appropriate instruments of transfer or assignment or undated stock powers duly executed in blank, to be held by the Collateral Agent as further collateral security for the Secured Obligations.

(b) Upon the occurrence and during the continuance of an Event of Default (and in the case of clauses (i), (ii) and (iii) below, upon substantially concurrent written notice to the Administrative Borrower):

(i) all rights of each Grantor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to Section 7(a)(i) hereof, and to receive the dividends, distributions, interest and other payments that it would otherwise be authorized to receive and retain pursuant to Section 7(a)(ii) hereof (other than in respect of tax distributions permitted by the Financing Agreement), shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall thereupon have the sole right to exercise such voting and other consensual rights and to receive and hold as Collateral such dividends, distributions and interest payments, and the Collateral Agent (personally or through an agent) shall thereupon be solely authorized and empowered to transfer and register in the Collateral Agent's name, or in the name of the Collateral Agent's nominee, the whole or any part of the Pledged Interests, it being acknowledged by each Grantor that such transfer and registration may be effected by the Collateral Agent by the delivery of a Registration Page to the Grantor or to the Pledged Issuer, as applicable, reflecting the Collateral Agent or its designee as the holder of such Pledged Interests, or otherwise by the Collateral Agent through its irrevocable appointment as

attorney-in-fact pursuant to Section 8 hereof;

(ii) the Collateral Agent is authorized to notify each debtor with respect to the Pledged Debt to make payment directly to the Collateral Agent (or its designee) and may collect any and all moneys due or to become due to any Grantor in respect of the Pledged Debt, and each of the Grantors hereby authorizes each such debtor to make such payment directly to the Collateral Agent (or its designee) without any duty of inquiry;

(iii) without limiting the generality of the foregoing, the Collateral Agent may, at its option, exercise any and all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to any of the Pledged Interests as if it were the absolute owner thereof, including, without limitation, the right to exchange, in its discretion, any and all of the Pledged Interests upon the merger, consolidation, division, reorganization, recapitalization or other adjustment of any Pledged Issuer, or upon the exercise by any Pledged Issuer of any right, privilege or option pertaining to any Pledged Interests, and, in connection therewith, to deposit and deliver any and all of the Pledged Interests with any committee, depository, transfer agent, registrar or other designated agent upon such terms and conditions as it may determine; and

(iv) all dividends, distributions, interest and other payments that are received by any of the Grantors contrary to the provisions of Section 7(b)(i) hereof shall be received in trust for the benefit of the Collateral Agent, shall be segregated from other funds of the Grantors, and shall be forthwith paid over to the Collateral Agent as Collateral in the exact form received with any necessary indorsement and/or appropriate instruments of transfer or assignment or undated Equity Interest powers duly executed in blank, to be held by the Collateral Agent as Collateral and as further collateral security for the Secured Obligations.

#### SECTION 8. Additional Provisions Concerning the Collateral.

(a) To the maximum extent permitted by applicable law, and for the purpose of taking any action that the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement, each Grantor hereby (i) after the occurrence and during the continuance of an Event of Default, authorizes the Collateral Agent to execute any such agreements, instruments or other documents in such Grantor's name and to file such agreements, instruments or other documents in such Grantor's name and in any appropriate filing office, (ii) authorizes the Collateral Agent at any time and from time to time to file, one or more financing or continuation statements and amendments thereto, relating to the Collateral (including, without limitation, any such financing statements that (A) describe the Collateral as "all assets" or "all personal property" (or words of similar effect) or that describe or identify the Collateral by type or in any other manner as the Collateral Agent may determine, regardless of whether any particular asset of such Grantor falls within the scope of Article 9 of the Uniform Commercial Code or whether any particular asset of such Grantor constitutes part of the Collateral, and (B) contain any other information required by Part 5 of Article 9 of the Code for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including, without limitation, whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor) and (iii) ratifies such authorization to the extent that the Collateral Agent has filed any such financing statements, continuation statements, or

amendments thereto. A photocopy or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(b) After the occurrence and during the continuance of an Event of Default and subject to any notice requirements set forth in this Agreement or the Financing Agreement, as applicable, each Grantor hereby irrevocably appoints the Collateral Agent as its attorney-in-fact and proxy, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time, in the Collateral Agent's discretion, to take any action and to execute any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement (subject to the rights of a Grantor under Section 6 hereof and Section 7(a) hereof), including, without limitation, after the occurrence and during the continuance of an Event of Default, (i) to obtain and adjust insurance required to be paid to the Collateral Agent pursuant to the Financing Agreement, (ii) to ask, 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 Collateral, (iii) to receive, endorse, and collect any drafts or other Instruments, Documents and Chattel Paper, in each case to the extent constituting Collateral, in connection with clause (i) or (ii) above, (iv) to receive, indorse and collect all Instruments constituting Collateral made payable to such Grantor representing any dividend, interest payment or other distribution in respect of any Pledged Interests and to give full discharge for the same, (v) to file any claims or take any action or institute any proceedings which the Collateral Agent may deem necessary or desirable for the collection of any Collateral or otherwise to enforce the rights of each Secured Party with respect to any Collateral, (vi) to execute assignments, licenses and other documents to enforce the rights of each Secured Party with respect to any Collateral, (vii) to pay or discharge taxes or Liens 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 the Collateral Agent (in its sole discretion), and such payments made by the Collateral Agent shall constitute additional Secured Obligations of such Grantor to the Collateral Agent, be due and payable immediately without demand, and shall bear interest from the date payment of said amounts is demanded at the Post-Default Rate, and (viii) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, assignments, verifications and notices in connection with Accounts, Chattel Paper and other documents relating to the Collateral. This power is coupled with an interest and is irrevocable until the Termination Date and exercisable only during the continuance of an Event of Default following any required notice set forth in this Agreement or the Financing Agreement, as applicable.

(c) For the purpose of enabling the Collateral Agent to exercise rights and remedies hereunder, at such time after the occurrence and during the continuance of an Event of Default as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, each Grantor hereby grants to the Collateral Agent a non-exclusive license (exercisable without payment of royalty or other compensation to any Grantor) to use, assign, license or sublicense on a non-exclusive basis any Intellectual Property constituting Collateral now or hereafter owned by any Grantor, wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof. The foregoing license grant is subject, in the case of Trademarks, to sufficient rights to quality control and inspection in favor of such Grantor to avoid the risk of abandonment, invalidation, unenforceability

or dilution of such Trademark, the maintenance of the existence and enforceability of Patents and to the terms and conditions of any License binding upon such Grantor.

(d) If any Grantor fails to perform any agreement or obligation contained herein reasonably necessary to perfect and preserve the security interest purported to be created hereby, the Collateral Agent may, after giving one (1) Business Day's written notice to such Grantor (such notice only required to be given in the absence of an Event of Default), itself perform, or cause performance of, such agreement or obligation, in the name of such Grantor or the Collateral Agent, and the reasonable and documented out-of-pocket fees and expenses of the Collateral Agent incurred in connection therewith shall be jointly and severally payable by the Grantors pursuant to Section 10 hereof and shall be secured by the Collateral.

(e) The powers conferred on the Collateral Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Other than the exercise of reasonable care to assure the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against other parties or any other rights pertaining to any Collateral and shall be relieved of all responsibility for any Collateral in its possession upon surrendering it or tendering surrender of it to any of the Grantors (or whomsoever shall be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct). The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Collateral Agent accords its own property, it being understood that the Collateral Agent shall not have responsibility for ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Collateral, whether or not the Collateral Agent has or is deemed to have knowledge of such matters. The Collateral Agent shall not be liable or responsible for any loss or damage to any of the Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehouseman, carrier, forwarding agency, consignee or other agent or bailee selected by the Collateral Agent in good faith.

(f) Anything herein to the contrary notwithstanding (i) each Grantor shall remain liable under the Licenses and otherwise in respect of the Collateral to the extent set forth therein to perform all of its obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by the Collateral Agent of any of its rights hereunder shall not release any Grantor from any of its obligations under the Licenses or otherwise in respect of the Collateral, and (iii) the Collateral Agent shall not have any obligation or liability by reason of this Agreement under the Licenses or otherwise in respect of the Collateral, nor shall the Collateral Agent be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

(g) The Collateral Agent may at any time, after the occurrence and during the continuance of an Event of Default, in its discretion (i) without notice to any Grantor, transfer or register in the name of the Collateral Agent or any of its nominees any or all of the Pledged Interests, subject only to the revocable rights of such Grantor under Section 7(a) hereof and the notice requirements set forth herein, and (ii) exchange certificates or Instruments constituting Pledged Interests for certificates or Instruments of smaller or larger denominations.

SECTION 9. Remedies Upon Default. If any Event of Default shall have occurred and be continuing:

(a) The Collateral Agent may exercise in respect of the Collateral, in addition to any other rights and remedies provided for herein or otherwise available to it, all of the rights and remedies of a secured party upon default under the Code (whether or not the Code applies to the affected Collateral), and also may, subject to any notice requirements set forth in this Agreement, (i) take absolute control of the Collateral, including, without limitation, transfer into the Collateral Agent's name or into the name of its nominee or nominees (to the extent the Collateral Agent has not theretofore done so) and thereafter receive, for the benefit of each Secured Party, all payments made thereon, give all consents, waivers and ratifications in respect thereof and otherwise act with respect thereto as though it were the outright owner thereof, (ii) require each Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of the Collateral Agent forthwith, assemble all or part of the Collateral as directed by the Collateral Agent and make it available to the Collateral Agent at a place or places to be designated by the Collateral Agent that is reasonably convenient to both parties, and subject to the terms of any applicable lease the Collateral Agent may enter into and occupy any premises owned or leased by any Grantor where the Collateral or any part thereof is located or assembled for a reasonable period in order to effectuate the Collateral Agent's rights and remedies hereunder or under law, without obligation to any Grantor in respect of such occupation, and (iii) without notice except as specified below and without any obligation to prepare or process the Collateral for sale, (A) sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Collateral Agent's offices, at any exchange or broker's board or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as the Collateral Agent may deem commercially reasonable and/or (B) lease, license or otherwise dispose of the Collateral or any part thereof upon such terms as the Collateral Agent may deem commercially reasonable. Each Grantor agrees that, to the extent notice of sale or any other disposition of the Collateral shall be required by law, at least 10 days' prior notice to the applicable Grantor of the time and place of any public sale or the time after which any private sale or other disposition of the Collateral is to be made shall constitute reasonable notification. If the Collateral Agent sells any of the Collateral upon credit, the Grantors will be credited only with payments actually received by the Collateral Agent from the purchaser thereof, and if such purchaser fails to pay for the Collateral, the Collateral Agent may resell the Collateral and the Grantors shall be credited with proceeds of the sale. The Collateral Agent shall not be obligated to make any sale or other disposition of Collateral regardless of notice of sale having been given. The Collateral 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, to the extent permitted by applicable law, any claims against each Secured Party arising by reason of the fact that the price at which the Collateral may have been sold at a private sale was less than the price which might have been obtained at a public sale or was less than the aggregate amount of the Secured Obligations, even if the Collateral Agent accepts the first offer received and does not offer the Collateral to more than one offeree, and waives, to the extent permitted by applicable law, all rights that such Grantor may have to require that all or any part of the Collateral be marshaled upon any sale (public or private) thereof. Each Grantor hereby acknowledges that (A) any such sale of the Collateral by the Collateral Agent shall be made without warranty, (B) the Collateral Agent may specifically disclaim any warranties of title, possession, quiet enjoyment or the like, (C) the Collateral Agent may bid (which bid may be, in

whole or in part, in the form of cancellation of indebtedness), if permitted by law, for the purchase, lease, license or other disposition of the Collateral or any portion thereof for the account of the Collateral Agent (on behalf of itself and each Secured Party) and (D) such actions set forth in clauses (A), (B) and (C) above shall not adversely affect the commercial reasonableness of any such sale of the Collateral. In addition to the foregoing, if an Event of Default shall have occurred and be continuing, (1) upon written notice to any Grantor from the Collateral Agent, such Grantor shall cease any use of the Intellectual Property that constitutes Collateral owned by such Grantor for any purpose described in such notice; (2) the Collateral Agent may, at any time and from time to time, upon 10 days' prior notice to any Grantor, license, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any of the Intellectual Property that constitutes Collateral owned by such Grantor, throughout the universe for such term or terms, on such conditions, and in such manner, as the Collateral Agent shall in its sole discretion determine; and (3) the Collateral Agent may, at any time execute and deliver on behalf of a Grantor, one or more instruments of assignment of the Intellectual Property that constitutes Collateral owned by such Grantor (or any application or registration thereof), in form suitable for filing, recording or registration in the United States Patent and Trademark Office or the United States Copyright Office or in any similar office or agency of the United States or state thereof).

(b) In the event that the Collateral Agent determines to exercise its right to sell all or any part of the Pledged Interests pursuant to Section 9(a) hereof, each Grantor will, at such Grantor's expense and upon reasonable request by the Collateral Agent: (i) execute and deliver, and cause each issuer of such Pledged Interests and the directors and officers thereof to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts and things, as may be necessary or, in the opinion of the Collateral Agent, advisable to register such Pledged Interests under the provisions of the Securities Act, and to cause the registration statement relating thereto to become effective and to remain effective for such period as prospectuses are required by law to be furnished, and to make all amendments and supplements thereto and to the related prospectus which, in the opinion of the Collateral Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the SEC applicable thereto, (ii) cause each issuer of such Pledged Interests to qualify such Pledged Interests under the state securities or "Blue Sky" laws of each jurisdiction, and to obtain all necessary governmental approvals for the sale of the Pledged Interests, as requested by the Collateral Agent, (iii) cause each Pledged Issuer to make available to its security holders, as soon as practicable, an earnings statement which will satisfy the provisions of Section 11(a) of the Securities Act, and (iv) do or cause to be done all such other acts and things as may be necessary to make such sale of such Pledged Interests valid and binding and in compliance with applicable law.

(c) Each Grantor recognizes that the Collateral Agent may deem it impracticable to effect a public sale of all or any part of the Pledged Shares or any other securities constituting Pledged Interests and that the Collateral Agent may, therefore, determine to make one or more private sales of any such securities to a restricted group of purchasers who will be obligated to agree, among other things, to acquire such securities for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges that any such private sale may be at prices and on terms less favorable to the seller than the prices and other terms which might have been obtained at a public sale and, notwithstanding the foregoing, agrees that such private sales shall be deemed to have been made in a commercially

reasonable manner and that the Collateral Agent shall have no obligation to delay the sale of any such securities for the period of time necessary to permit the issuer of such securities to register such securities for public sale under the Securities Act. Each Grantor further acknowledges and agrees that any offer to sell such securities which has been (i) publicly advertised on a bona fide basis in a newspaper or other publication of general circulation in the financial community of New York, New York (to the extent that such an offer may be so advertised without prior registration under the Securities Act) or (ii) made privately in the manner described above to not less than fifteen bona fide offerees shall be deemed to involve a "public disposition" for the purposes of Section 9-610(c) of the Code (or any successor or similar, applicable statutory provision) as then in effect in the State of New York, notwithstanding that such sale may not constitute a "public offering" under the Securities Act, and that the Collateral Agent may, in such event, bid for the purchase of such securities.

(d) Any cash held by the Collateral Agent (or its agent or designee) as Collateral and all Cash Proceeds received by the Collateral Agent (or its agent or designee) in respect of any sale of or collection from, or other realization upon, all or any part of the Collateral, may, in the discretion of the Collateral Agent, be held by the Collateral Agent (or its agent or designee) as collateral for, and/or then or at any time thereafter be applied (after payment of any amounts payable to the Collateral Agent pursuant to Section 10 hereof) in whole or in part by the Collateral Agent against, all or any part of the Secured Obligations in such order as the Collateral Agent shall elect, consistent with the provisions of the Financing Agreement. Any surplus of such cash or Cash Proceeds held by the Collateral Agent (or its agent or designee) and remaining after the Termination Date shall be paid over to whomsoever shall be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct.

(e) In the event that the proceeds of any such sale, collection or realization are insufficient to pay all amounts to which each Secured Party is legally entitled, the Grantors shall be jointly and severally liable for the deficiency, together with interest thereon at the highest rate specified in any applicable Loan Document for interest on overdue principal thereof or such other rate as shall be fixed by applicable law, together with, to the extent set forth herein, the costs of collection and the reasonable and documented out-of-pocket fees, costs, expenses and other reasonable and documented out-of-pocket client charges of any attorneys employed by the Collateral Agent to collect such deficiency.

(f) Each Grantor hereby acknowledges that if the Collateral Agent complies with any applicable Requirements of Law in connection with a disposition of the Collateral, such compliance will not adversely affect the commercial reasonableness of any sale or other disposition of the Collateral.

(g) The Collateral Agent shall not be required to marshal any present or future collateral security (including, but not limited to, this Agreement and the Collateral) for, or other assurances of payment of, the Secured Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of the Collateral Agent's rights hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. To the extent that any Grantor lawfully may, such Grantor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the

Collateral Agent's or any other Secured Party's rights under this Agreement or under any other instrument creating or evidencing any of the Secured Obligations or under which any of the Secured Obligations is outstanding or by which any of the Secured Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, each Grantor hereby irrevocably waives the benefits of all such laws.

**SECTION 10. Indemnity and Expenses.**

(a) Each Grantor jointly and severally agrees to defend, protect, indemnify and hold harmless each Agent and each other Indemnitee in accordance with Section 12.15 of the Financing Agreement.

(b) Each Grantor jointly and severally agrees to pay to the Agents costs and expenses in accordance with Section 10.08 or Section 12.04, as applicable, of the Financing Agreement.

**SECTION 11. Notices, Etc.** All notices and other communications provided for hereunder shall be given in accordance with Section 12.01 of the Financing Agreement.

**SECTION 12. Security Interest Absolute; Joint and Several Obligations.**

(a) To the extent permitted by law, all rights of the Secured Parties, all Liens and all obligations of each of the Grantors hereunder shall be absolute and unconditional irrespective of (i) any lack of validity or enforceability of the Financing Agreement or any other Loan Document, (ii) any change in the time, manner or place of payment of, or in any other term in respect of, all or any of the Secured Obligations, or any other amendment or waiver of or consent to any departure from the Financing Agreement or any other Loan Document, (iii) any exchange or release of, or non-perfection of any Lien on any Collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Secured Obligations, or (iv) any other circumstance that might otherwise constitute a defense (other than a defense of payment in full) available to, or a discharge of, any of the Grantors in respect of the Secured Obligations. All authorizations and agencies contained herein with respect to any of the Collateral are irrevocable and powers coupled with an interest.

(b) Each Grantor hereby waives, to the extent permitted by applicable law, (i) promptness and diligence, (ii) notice of acceptance and notice of the incurrence of any Secured Obligation by any Borrower, (iii) notice of any actions taken by any Agent, any Lender, any Guarantor or any other Person under any Loan Document or any other agreement, document or instrument relating thereto (except for any such notices expressly required pursuant to the Loan Documents), (iv) all other notices, demands and protests, and all other formalities of every kind (except for any such notices and formalities expressly required pursuant to the Loan Documents) in connection with the enforcement of the Secured Obligations, the omission of or delay in which, but for the provisions of this subsection (b), might constitute grounds for relieving such Grantor of any such Grantor's obligations hereunder and (v) any requirement that any Agent or any Lender protect, secure, perfect or insure any security interest or other lien on any property subject thereto

or exhaust any right or take any action against any Grantor or any other Person or any collateral.

(c) All of the obligations of the Grantors hereunder are joint and several. The Collateral Agent may, in its sole and absolute discretion, enforce the provisions hereof against any of the Grantors and shall not be required to proceed against all Grantors jointly or seek payment from the Grantors ratably. In addition, the Collateral Agent may, in its sole and absolute discretion, select the Collateral of any one or more of the Grantors for sale or application to the Secured Obligations, without regard to the ownership of such Collateral, and shall not be required to make such selection ratably from the Collateral owned by all of the Grantors. The release or discharge of any Grantor by the Collateral Agent shall not release or discharge any other Grantor from the obligations of such Person hereunder.

### SECTION 13. Miscellaneous.

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

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

(c) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect, subject to paragraph (e) below, until the Termination Date and (ii) be binding on each Grantor and all other Persons who become bound as debtor to this Agreement in accordance with Section 9-203(d) of the Code, and shall inure, together with all rights and remedies of the Secured Parties hereunder, to the benefit of the Secured Parties and their respective successors, transferees and assigns. Without limiting the generality of clause (ii) of the immediately preceding sentence, each Secured Party may assign or otherwise transfer its respective rights and obligations under this Agreement and any other Loan Document to any other Person pursuant to, and in accordance with, the terms of the Financing Agreement, and such other Person shall thereupon become vested with all of the benefits in respect thereof granted to the Secured Parties herein or otherwise. Upon any such assignment or transfer, all references in this Agreement to any Secured Party shall mean the assignee of any such Secured Party. None of the rights or obligations of any Grantor hereunder may be assigned or otherwise transferred without the prior written consent of the Collateral Agent, and any such assignment or transfer shall be null and void.

(d) Upon the occurrence of the Termination Date, (i) subject to paragraph (e) below, this Agreement and the security interests and licenses created hereby shall terminate, any Liens arising therefrom shall be automatically released, and all rights to the Collateral shall revert to the Grantors, (ii) the Collateral Agent agrees to file UCC amendments on the Termination Date to evidence the termination of the Liens so released and (iii) the Collateral Agent will, upon the Grantors' request and at the Grantors' cost and expense, without any representation, warranty or recourse whatsoever, (A) promptly return to the Grantors (their designees, counsel or whomsoever shall be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct) such of the Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof, and (B) promptly execute and deliver to the Grantors such documents and make such other filings as the Grantors shall reasonably request to evidence such termination, without representation, warranty or recourse of any kind. In addition, in connection with any termination, subordination or release pursuant to this paragraph (d), the Collateral Agent agrees to execute a release of its security interest in such item of Collateral, and the Collateral Agent shall, upon the reasonable request of the Grantors and at the Grantors' cost and expense, execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such release and shall perform such other actions reasonably requested by such Grantors to effect such termination, subordination or release, without representation, warranty or recourse of any kind.

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

(f) Upon the execution and delivery, or authentication, by any Person of a security agreement supplement in substantially the form of Exhibit C hereto (each a "Security Agreement Supplement"), (i) such Person shall be referred to as an "Additional Grantor" and shall be and become a Grantor, and each reference in this Agreement to "Grantor" shall also mean and be a reference to such Additional Grantor, and each reference in this Agreement and the other Loan Documents to "Collateral" shall also mean and be a reference to the Collateral of such Additional Grantor, and (ii) the supplemental Schedules I-VIII attached to each Security Agreement Supplement shall be incorporated into and become a part of and supplement Schedules I-VIII, respectively, hereto, and the Collateral Agent may attach such Schedules as supplements to such Schedules, and each reference to such Schedules shall mean and be a reference to such Schedules, as supplemented pursuant hereto.

(g) In addition to and without limitation of any of the foregoing, this Agreement shall be deemed to be a Loan Document and shall otherwise be subject to all of terms

and conditions contained in Sections 12.09, 12.10 and 12.11 of the Financing Agreement, *mutatis mutandis*.

(h) Each party hereto irrevocably and unconditionally waives, to the extent permitted by applicable law, any right it may have to claim or recover in any legal action, suit or proceeding with respect to this Agreement any special, exemplary, punitive or consequential damages.

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

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

(k) This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart. The words "execution," "signed," "signature," and words of similar import in this Agreement or any notice, certificate, document, agreement or instrument in respect thereof shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000, the Electronic Signatures and Records Act of 1999, or any other similar state Laws based on the Uniform Electronic Transactions Act.

(l) For purposes of this Agreement, all references to Schedules I-VIII attached hereto shall be deemed to refer to each such Schedule as updated from time to time in accordance with the terms of this Agreement.

(m) Notwithstanding anything herein to the contrary, the Liens and the security interest granted to the Collateral Agent pursuant to this Agreement are subject in all respects to the Financing Agreement. To the extent that the jurisdiction of incorporation or organization of any Foreign Subsidiary that becomes party to this Agreement requires additional local law provisions with respect to such new Foreign Subsidiary's obligations that are reasonably acceptable to the Administrative Agent (provided that such acceptance by the Administrative Agent is in writing), such provisions shall be deemed automatically incorporated by reference into this paragraph (m).

(n) The security interests created hereby shall automatically terminate and be released as contemplated by, and in accordance with the terms of, Section 10.08(b) of the Financing Agreement. With respect to any such termination and release the Collateral Agent shall, upon the reasonable request of the Grantors and at the Grantor's expense, execute and deliver to

the Grantors such documents as the Grantors shall reasonably request to evidence such termination, all without any representation, warranty or recourse whatsoever.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized, as of the date first above written.

GRANTORS:

VALOR PARENT LLC

By: \_\_\_\_\_

Name: Paul Angus  
Title: President

VALOR ACQUISITION BUYER INC.

By: \_\_\_\_\_

Name: Paul Angus  
Title: President

VALOR ACQUISITION MERGER SUB INC.

By: \_\_\_\_\_

Name: Paul Angus  
Title: President

POLYMER ADDITIVES HOLDINGS, INC.

By: \_\_\_\_\_

Name: Paul Angus  
Title: President

POLYMER ADDITIVES, INC.

By: \_\_\_\_\_

Name: Paul Angus  
Title: Chief Executive Officer

AKCROS CHEMICALS INC.

By: 

Name: Paul Angus

Title: President

PAD MEXICO HOLDINGS, LLC

By: 

Name: Paul Angus

Title: President, Secretary and Treasurer

[Pledge and Security Agreement]

VALTRIS SPECIALTY CHEMICALS LIMITED

By: \_\_\_\_\_

Name: Paul Angus

Title: Director

VALTRIS ADVANCED ORGANICS LIMITED

By: \_\_\_\_\_

Name: Paul Angus

Title: Director

VALTRIS AO BELGIUM NV

By: \_\_\_\_\_

Name: Paul Angus

Title: Director

**SCHEDULE I**

**LEGAL NAME; JURISDICTION OF ORGANIZATION; TYPE OF ORGANIZATION;  
ORGANIZATIONAL IDENTIFICATION NUMBER**

<b>Legal Name</b>	<b>Jurisdiction of Organization</b>	<b>Type of Organization</b>	<b>Organizational Identification Number</b>
Valor Parent LLC	Delaware	Limited liability company	6909457
Valor Acquisition Buyer Inc.	Delaware	Corporation	6652322
Valor Acquisition Merger Sub Inc.	Delaware	Corporation	6652327
Polymer Additives Holdings, Inc.	Delaware	Corporation	5648444
Polymer Additives, Inc.	Delaware	Corporation	5635268
Akcros Chemicals Inc.	Delaware	Corporation	4298074
PAD Mexico Holdings, LLC	Delaware	Limited liability company	5635618
Valtris Specialty Chemicals Limited	England and Wales	Limited company	00995767
Valtris Advanced Organics Limited	England and Wales	Limited company	08222822
Valtris AO Belgium NV	Belgium	Public limited company	0849.813.337

Sched. I-1

SCHEDULE II  
INTELLECTUAL PROPERTY AND LICENSES

A. COPYRIGHTS

1. Registered Copyrights

None.

2. Copyright Applications

None.

3. Material Copyright Licenses

None.

B. PATENTS

1. Registered Patents

Country	Appl. No.	Appl. Date	Pub. No.	Pub. Date	Patent No.	Patent Date	Title	Owner
United States of America	10/314,917	12/9/2002	US 2003/01201.04 A1	6/26/2003	6,740,254	5/25/2004	Glycerin triester plasticizer	Polymer Additives Inc.
United States of America	10/683,479	10/10/2003	US 2004/0106819 A1	6/3/2004	6,811,722	11/2/2004	Glycerin triester plasticizer	Polymer Additives Inc.
United States of America	13/974,508	8/23/2013	US 2015/0057397 A1	2/26/2015	9,221,958	12/29/2015	Plasticizer mixture of epoxidized fatty acid glycerincarbonate ester and epoxidized fatty acid esters	Polymer Additives Inc.
United States of America	14/952,383	11/25/2015	US 2016/0145189 A1	5/26/2016	9,676,924	6/13/2017	Triesters from alpha and beta hydroxyesters	Polymer Additives Inc.
United States of America	14/332,510	7/16/2014	US 2016/0017118 A1	1/21/2016	9,382,403	7/5/2016	Phenol free overbased alkaline earth metal carboxylate	Polymer Additives Inc.
United States of America	14/234,595	7/26/2011	US 2014/0155657 A1	6/5/2014	9,006,497	4/14/2015	Method for hydrolyzing alpha-chlorinated toluene compounds	Valtris Advanced Organics Limited
United States of America	14 / 801 , 029	7/16/2015	US 2016 / 0018059 A1	1/21/2016	10,215,339	2/26/2019	MOBILE DEVICE FOR DISCHARGING LIQUID CONTAINERS	Valtris AO Belgium NV

## 2. Patents Applications

None.

## 3. Material Patents Licenses

None.

## C. TRADEMARKS

### 1. Registered Trademarks

Sched. II-2

Trademark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
AKCROSTAB	United States of America	79022972	2/23/2006	3283215 International Registration Number: 0882266	8/21/2007	VALTRIS SPECIALTY CHEMICALS LIMITED
CATA-CHECK	United States	73068310	11/7/1975	1041537	6/22/1976	POLYMER ADDITIVES, INC.
INTERCIDE	United States of America	73040146	12/23/1974	1056811	1/25/1977	Akros Chemicals Limited
INTERSTAB	United States of America	73037691	11/21/1974	1023004	10/21/1975	VALTRIS SPECIALTY CHEMICALS LIMITED
CATA-CHEK	United States of America	73068310	11/7/1975	1041567	6/22/1976	POLYMER ADDITIVES, INC.
MICRO-CHEK	United States of America	73017680	4/1/1974	1011327	5/27/1975	POLYMER ADDITIVES, INC.
PLAS-CHEK	United States of America	73068313	11/7/1975	1045181	8/3/1976	POLYMER ADDITIVES, INC.
Synpro	United States of America	76302885	8/22/2001	2674257	1/14/2003	Ferro Corporation
SANTICIZER	United States of America	71280931	3/18/1929	0265127	12/17/1929	POLYMER ADDITIVES, INC.
THERM-CHEK	United States of America	73068314	11/7/1975	1041570	6/22/1976	POLYMER ADDITIVES, INC.
UV-CHEK	United States of America	73068309	11/7/1975	1063622	4/19/1977	POLYMER ADDITIVES, INC.
VALTRIS	United States of America	86693244	7/15/2015	4953096	5/3/2016	POLYMER ADDITIVES, INC.
VULCABOND	United States of America	73563895	10/18/1985	1423493	1/6/1987	VALTRIS SPECIALTY CHEMICALS LIMITED

## 2. Trademark Applications

None.

## 3. Material Trademark Licenses

None.

### SCHEDULE III

#### LOCATIONS OF GRANTORS

Grantor	Location	Description
Valor Parent LLC	c/o SK Capital Partners L.P. 430 Park Avenue, 18th Floor New York, NY 10022	Chief place of business and chief executive office
Valor Acquisition Buyer Inc.	c/o SK Capital Partners L.P. 430 Park Avenue, 18th Floor New York, NY 10022	Chief place of business and chief executive office
Valor Acquisition Merger Sub Inc.	c/o SK Capital Partners L.P. 430 Park Avenue, 18th Floor New York, NY 10022	Chief place of business and chief executive office
Polymer Additives Holdings, Inc.	7500 East Pleasant Valley Road, Independence OH 44131	Chief place of business and chief executive office
	7500 East Pleasant Valley Road, Independence OH 44131	Contains Records concerning Accounts and originals of Chattel Paper
Polymer Additives, Inc.	7500 East Pleasant Valley Road, Independence OH 44131	Contains Equipment, Fixtures, Inventory or other Goods; chief place of business and chief executive office; contains Records concerning Accounts and originals of Chattel Paper
	1000 Wayside Road, Cleveland, OH 44110	Contains Equipment, Fixtures, Inventory or other Goods
	1636 Wayside Road, Cleveland, OH 44110	Contains Equipment, Fixtures, Inventory or other Goods
	7010 Krick Road, Walton Hills, OH 44146	Contains Equipment, Fixtures, Inventory or other Goods
	7050 Krick Road, Walton Hills, OH 44146	Contains Equipment, Fixtures, Inventory or other Goods
	170 State Route 130 South, Bridgeport, NJ 08014	Contains Equipment, Fixtures, Inventory or other Goods

Sched. III-1

	510 East Central Avenue, Ft. Worth, TX 76164	Contains Equipment, Fixtures, Inventory or other Goods
	New Age Logistics 7120 Krick Road, Walton Hills, OH 44146	Contains Equipment, Fixtures, Inventory or other Goods
	Big River Warehouse 2401 Mississippi Ave., Sauget, IL 62201	Contains Equipment, Fixtures, Inventory or other Goods
	Teknor Apex Co. 751 North Dupree Ave. Brownsville, TN 38012	Contains Equipment, Fixtures, Inventory or other Goods
Akros Chemicals Inc.	7500 East Pleasant Valley Road, Independence OH 44131	Chief place of business and chief executive office; contains Records concerning Accounts and originals of Chattel Paper
PAD Mexico Holdings, LLC	7500 East Pleasant Valley Road, Independence OH 44131	Chief place of business and chief executive office; contains Records concerning Accounts and originals of Chattel Paper
Valtris Specialty Chemicals Limited	Lankro Way, Eccles, Manchester, M30 0LX, United Kingdom	Contains Equipment, Fixtures, Inventory or other Goods; chief place of business and chief executive office; contains Records concerning Accounts and originals of Chattel Paper
	North West Logistics: Unit 4 Shorten Brook Drive, Altham Business Park, Altham, Accrington, BB5YH, United Kingdom	Contains Equipment, Fixtures, Inventory or other Goods
	Katoen Natie Tank Operations / Riga Logistics: Land van Waalan 1 – Kaai 1168, 9130 Kallo, Belgium	Contains Equipment, Fixtures, Inventory or other Goods
Valtris Advanced Organics Limited	Lankro Way, Eccles, M30 0LX, Manchester, United Kingdom	Chief place of business and chief executive office
	The Heath Business & Technical Park, Runcorn, WA7 4QX Cheshire, United Kingdom	Contains Records concerning Accounts and originals of Chattel Paper

Sched. III-2

	Ankerkade 111, 6222 NL Maastricht, The Netherlands	Contains Equipment, Fixtures, Inventory or other Goods
	Heilig Hartlaan 21, 3980 Tessenderlo, Belgium	Contains Equipment, Fixtures, Inventory or other Goods
Valtris AO Belgium NV	Heilig Hartlaan 21, 3980 Tessenderlo, Belgium	Contains Equipment, Fixtures, Inventory or other Goods; chief place of business and chief executive office
	The Heath Business & Technical Park, Runcorn, WA7 4QX Cheshire, United Kingdom	Contains Records concerning Accounts and originals of Chattel Paper





Sched. III-3

# SCHEDULE IV

## DEPOSIT ACCOUNTS, SECURITIES ACCOUNTS AND COMMODITIES ACCOUNTS

Grantor	Name and Address of Institution Maintaining Account	Account Number	Purpose of Account
Polymer Additives, Inc.	Wells Fargo 420 Montgomery Street, San Francisco, CA 94104	[REDACTED]	Main Operating Account
Polymer Additives, Inc.	Wells Fargo 420 Montgomery Street, San Francisco, CA 94104	[REDACTED]	Payroll Account
Polymer Additives, Inc.	Wells Fargo 420 Montgomery Street, San Francisco, CA 94104	[REDACTED]	Deposit Account
Polymer Additives, Inc.	Wells Fargo 420 Montgomery Street, San Francisco, CA 94104	[REDACTED]	Petty Cash Account
Valtris AO Belgium, NV	Marnixlaan 24, B-1006 Brussels, Belgium	[REDACTED]	EUR Acct
Valtris Advanced Organics Limited	ING 8 - 10 Moorgate, London EC2R 6DA	[REDACTED]	USD Acct
Valtris Advanced Organics Limited	ING 8 - 10 Moorgate, London EC2R 6DA	[REDACTED]	GBP Acct
Valtris Advanced Organics Limited	ING 8 - 10 Moorgate, London EC2R 6DA	[REDACTED]	EUR Acct
Valtris Advanced Organics Limited	ING 8 - 10 Moorgate, London EC2R 6DA	[REDACTED]	Collateral Account (EUR)
Valtris Advanced Organics Limited	ING 8 - 10 Moorgate, London EC2R 6DA	[REDACTED]	JPY Acct
Valtris Specialty Chemicals Limited	Wells Fargo 1 Plantation Place 30 Fenchurch St London, UK EC3M 3 BD	[REDACTED]	GBP Disbursement Acct
Valtris Specialty Chemicals Limited	Wells Fargo 1 Plantation Place 30 Fenchurch St London, UK EC3M 3 BD	[REDACTED]	GBP Receivables Acct
Valtris Specialty Chemicals Limited	Wells Fargo 1 Plantation Place 30 Fenchurch St London, UK EC3M 3 BD	[REDACTED]	EUR Disbursements Acct

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Valtris Specialty Chemicals Limited	Wells Fargo 1 Plantation Place 30 Fenchurch St London, UK EC3M 3 BD		EUR Receivables Acct
Valtris Specialty Chemicals Limited	Wells Fargo 1 Plantation Place 30 Fenchurch St London, UK EC3M 3 BD		USD Disbursements Acct
Valtris Specialty Chemicals Limited	Wells Fargo 1 Plantation Place 30 Fenchurch St London, UK EC3M 3 BD		USD Receivables Acct
Valtris Specialty Chemicals Limited	Wells Fargo 1 Plantation Place 30 Fenchurch St London, UK EC3M 3 BD		Collateral Acct

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## SCHEDULE V

### UCC FINANCING STATEMENTS

UCC Financing Statements have been filed in the jurisdictions below against the Grantors:

<b>Name of Grantor</b>	<b>Secretary of State</b>
Valor Parent LLC	Delaware
Valor Acquisition Buyer Inc.	Delaware
Valor Acquisition Merger Sub Inc.	Delaware
Polymer Additives Holdings, Inc.	Delaware
Polymer Additives, Inc.	Delaware
Akcros Chemicals Inc.	Delaware
PAD Mexico Holdings, LLC	Delaware
Valtris Specialty Chemicals Limited	District of Columbia
Valtris Advanced Organics Limited	District of Columbia
Valtris AO Belgium NV	District of Columbia

Sched. V-1

SCHEDULE VI  
COMMERCIAL TORT CLAIMS

None.

Sched. VI-1

## SCHEDULE VII

### PLEDGED DEBT

#### Intercompany Loans

<u>Company</u>	<u>Description of Pledged Debt</u>
Polymer Additives, Inc.	Intercompany Loan with Balance of €60,083,642.50 as of 12/31/2021 due from Valtris Specialty Chemicals Limited, which such loan is due and payable on July 31, 2025.
Valtris France	Intercompany Loan with Balance of €4,468,330.77 as of 12/31/2021 due from Valtris Champlor SAS, which such loan is due and payable on July 31, 2025.
Valtris Enterprises Limited	Intercompany Loan with Balance of €4,939,849.31 as of 12/31/2021 due from Valtris Specialty Chemicals Limited, which such loan is due and payable on July 31, 2025.
Valtris Specialty Chemicals Limited	Intercompany Loan with Balance of €3,794,057.05 as of 12/31/2021 due from Valtris France, which such loan is due and payable on July 31, 2025.
Polymer Additives, Inc.	Intercompany Loan with Balance of €19,474,436.85 as of 12/31/2021 due from Akcros Acquisition Limited, which such loan is due and payable on July 31, 2025.
Valtris Specialty Chemicals Limited	Intercompany Loan with Balance of €4,879,430.08 as of 12/31/2021 due from Valtris Advanced Organics Limited, which such loan is due and payable on July 31, 2025.
Valtris Enterprise France	Intercompany Loan with Balance of €21,443,172.84 as of 12/31/2021 due from Valtris France, which such loan is due and payable on July 31, 2025.
Valor UK Holdings Limited	Intercompany Loan with Balance of \$50,000,000.00 as of the Effective Date due from Polymer Additives Holdings, Inc., which such loan is due and payable on August 1, 2024.
Polymer Additives Holdings, Inc.	Intercompany Loan with Balance of €9,183,074.07 as of the Effective Date due from Valtris France, which such loan is due and payable on August 1, 2028.
Valtris France	Intercompany Loan with Balance of €9,183,074.07 as of the Effective Date due from Valtris Champlor SAS, which such loan is due and payable on August 1, 2028.

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SCHEDULE VIII  
PLEDGED SHARES

Grantor	Pledged Issuer	Number of Shares	Percentage of Outstanding Shares	Class	Certificate Number
Valor Parent LLC	Valor Acquisition Buyer Inc.	1,000	100%	Common Stock	1
	Valor UK Holdings Limited	100	100%	Ordinary Shares	1
Valor Acquisition Buyer Inc.	Valor Acquisition Merger Sub Inc.	1,000 shares	100%	Common Stock	N/A
	Polymer Additives Holdings, Inc.	1,000 shares	100%	Common Stock	CS-1
Polymer Additives Holdings, Inc.	Polymer Additives, Inc.	1,000 shares	100%	Common Stock	1
	Akros Chemicals Inc.	4,001,000 shares	100%	Common Stock	4
	Akros Acquisition Limited	24,494,234 shares	100%	Ordinary Shares	TBC <sup>1</sup>
Polymer Additives, Inc.	Polymer Additives Malaysia Holdings SDN GHD	2 shares	100%	Ordinary Shares	N/A
	Polyadd Limited	100 shares	100%	Ordinary Shares	TBC
	PAD Mexico Holdings, LLC	100 Units	100%	Units	N/A
	Polymer Additives Mexico Holdings, S. de R.L. de C.V.	N/A	99.97%	N/A	N/A
PAD Mexico Holdings, LLC	Polymer Additives Mexico Holdings, S. de R.L. de C.V.	N/A	0.03%	N/A	N/A
	Valtris Specialty Chemicals Services de Mexico S. de R.L. de C.V.	N/A	0.03%	N/A	N/A
Akros Acquisition Limited	Akros Holdings Limited	75,000 shares	100%	Class A Ordinary Shares	TBC
		25,000 shares	100%	Class B Ordinary Shares	TBC
		8,826 shares	100%	Class C Ordinary Shares	TBC
Akros Holdings Limited	Valtris Specialty Chemicals India Private Limited	20,859 shares	99%	Equity Shares	N/A
	Valtris Specialty Chemicals Limited	1,000,000 shares	100%	Ordinary Shares	TBC
	Valtris Specialty Chemicals (Hong Kong) Limited	1 share	100%	Common Stock	N/A
Valtris Specialty	Valtris Advanced Organics	12,000 shares	100%	Ordinary	TBC

<sup>1</sup> NTD: New stock certificates to be cut and provided post-closing.

<b>Grantor</b>	<b>Pledged Issuer</b>	<b>Number of Shares</b>	<b>Percentage of Outstanding Shares</b>	<b>Class</b>	<b>Certificate Number</b>
Chemicals Limited	Limited			Shares	
	Valtris France	23,077,938 shares	100%	Common Stock	N/A
	Valtris Enterprises Limited	1 share	100%	Ordinary Shares	TBC
	Valtris AO Belgium N.V.	1 share	0.01%	Common Stock	N/A
Valtris Advanced Organics Limited	Valtris AO Maastricht B.V.	12,000 shares	100%	Common Stock	N/A
	Valtris AO Belgium N.V.	911,999 shares	99.99%	Common Stock	N/A
Valtris France	Valtris Champlor SAS	2,400,000 shares	100%	Common Stock	N/A
	Valtris Enterprises France SAS	4,000 shares	100%	Common Stock	N/A

Sched. VIII-2

# EXHIBIT A

## PLEDGE AMENDMENT

This Pledge Amendment, dated \_\_\_\_\_, is delivered pursuant to Section 4 of the Security Agreement referred to below. The undersigned hereby agrees that this Pledge Amendment may be attached to the Pledge and Security Agreement, dated August 1, 2022, made by POLYMER ADDITIVES HOLDINGS, INC., a Delaware corporation, and the other Grantors (as defined therein) party thereto, as it may heretofore have been or hereafter may be amended, restated, supplemented, modified or otherwise changed from time to time (the "Security Agreement"; capitalized terms used herein and not otherwise defined herein having the meanings assigned to them in the Security Agreement or the Financing Agreement (as defined in the Security Agreement), as applicable) and that the Promissory Notes, Instruments or shares listed on this Pledge Amendment shall be hereby pledged and assigned to the Collateral Agent and become part of the Pledged Interests referred to in such Security Agreement and shall secure all of the Secured Obligations referred to in such Security Agreement, in each case, in accordance with and subject to the terms and conditions set forth in the Security Agreement.

Pledged Debt			
Grantor	Name of Maker	Description	Original Principal Amount
_____	_____	_____	_____
_____	_____	_____	_____

Pledged Shares					
Grantor	Name of Pledged Issuer	Number of Shares	Percentage of Outstanding Shares	Class	Certificate Number
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

[Signature page follows]

[GRANTOR]

By: \_\_\_\_\_

Name:

Title:

CERBERUS BUSINESS FINANCE AGENCY, LLC,  
as the Collateral Agent

By: \_\_\_\_\_

Name:

Title:

EXHIBIT B

ASSIGNMENT FOR SECURITY - - [TRADEMARKS] [PATENTS] [COPYRIGHTS]

\_\_\_\_\_, 20\_\_

WHEREAS, \_\_\_\_\_ (the "Assignor") [has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks") [holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents") [holds all right, title and interest in the copyrights listed on the attached Schedule A, which copyrights are registered or applied for in the United States Copyright Office (the "Copyrights")];

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated August 1, 2022 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"; capitalized terms used herein and not otherwise defined herein having the respective meanings assigned to them in the Security Agreement or the Financing Agreement (as defined in the Security Agreement), as applicable), in favor of Cerberus Business Finance Agency, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and permitted assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Assignor in, to and under the [Trademarks][Patents][Copyrights] and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof, in all cases to the extent constituting Collateral (as defined in the Security Agreement) (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does under this assignment (this "Assignment") hereby pledge and grants to the Assignee, for the benefit of the Assignee and the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that any provision of this Assignment is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

ASSIGNOR:

[ASSIGNOR]

By: \_\_\_\_\_  
Name:  
Title:

COLLATERAL AGENT:

CERBERUS BUSINESS FINANCE AGENCY,  
LLC

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_

SCHEDULE A TO ASSIGNMENT FOR SECURITY

[Trademarks and Trademark Applications]

[Patent and Patent Applications]

[Copyright and Copyright Applications]

Owned by \_\_\_\_\_

EXHIBIT C

FORM OF SECURITY AGREEMENT SUPPLEMENT

[Date of Security Agreement Supplement]

Cerberus Business Finance Agency, LLC, as Collateral Agent  
875 Third Avenue  
New York, New York 10022  
Attention: Daniel Wolf

Ladies and Gentlemen:

Reference hereby is made to (a) the Financing Agreement, dated as of August 1, 2022 (such agreement, as amended, restated, supplemented, modified or otherwise changed from time to time, including any replacement agreement therefor, being hereinafter referred to as the "Financing Agreement") by and among Valor Acquisition Buyer Inc., a Delaware corporation (the "Parent"), Valor Acquisition Merger Sub Inc., a Delaware corporation ("Valor"), as the initial borrower, and immediately upon the consummation of the Valor Acquisition, Polymer Additives Holdings, Inc., a Delaware corporation ("PAH"), each subsidiary of the Parent listed as a "Borrower" on the signature pages thereto (together with Valor and PAH and each other subsidiary of the Parent that executes a joinder agreement and becomes a "Borrower" thereunder, each a "Borrower" and collectively, the "Borrowers"), each subsidiary of the Parent listed as a "Guarantor" on the signature pages thereto (together with the Parent and each other subsidiary of the Parent that executes a joinder agreement and becomes a "Guarantor" thereunder or otherwise guaranties all or any part of the Obligations, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), the Collateral Agent and CBF, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents") and (b) the Pledge and Security Agreement, dated as of August 1, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), made by the Grantors from time to time party thereto in favor of the Collateral Agent. Capitalized terms defined in the Financing Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Financing Agreement or the Security Agreement, as applicable.

SECTION 1. Grant of Security. As collateral security for the payment, performance and observance of all of the Secured Obligations, the undersigned hereby pledges and collaterally assigns to the Collateral Agent (and its successors and permitted assigns), and grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a continuing security interest in, all of the Collateral of the undersigned, including, without limitation, the property and assets of the undersigned set forth on the attached supplemental schedules to the Schedules to the Security Agreement (but excluding any Excluded Collateral).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the undersigned under this security agreement supplement (this "Security Agreement Supplement") and the Security Agreement secures the payment of all Secured Obligations. Without limiting the generality of the foregoing, each of this Security Agreement Supplement and the Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the undersigned to the Collateral Agent or any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

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

SECTION 4. Representations and Warranties. The undersigned hereby confirms that the representations and warranties set forth in Section 5 of the Security Agreement (as supplemented by the attached supplemental Schedules) are true and correct in all material respects as to the undersigned as of the date hereof, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects on and as of such earlier date).

SECTION 5. Obligations Under the Security Agreement. The undersigned hereby agrees, as of the date first above written, to be bound as a Grantor by all of the terms and provisions of the Security Agreement to the same extent as each of the other Grantors. The undersigned further agrees, as of the date first above written, that each reference in the Security Agreement to an "Additional Grantor" or a "Grantor" shall also mean and be a reference to the undersigned. In the event that any provision of this Security Agreement Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

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

SECTION 7. Loan Document. In addition to and without limitation of any of the foregoing, this Security Agreement Supplement shall be deemed to be a Loan Document and shall otherwise be subject to all of terms and conditions contained in Sections 12.10 and 12.11 of the Financing Agreement, *mutatis mutandis*.

Very truly yours,

[NAME OF ADDITIONAL GRANTOR]

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed:

CERBERUS BUSINESS FINANCE AGENCY, LLC,  
as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

EXHIBIT D

FORM OF IRREVOCABLE PROXY

\_\_\_\_\_, 20\_\_

(Interests of [\_\_\_\_\_] (the "Issuer"))

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, [\_\_\_\_\_] a [\_\_\_\_\_] (the "Grantor"), hereby irrevocably (to the fullest extent permitted by law) appoints and constitutes CERBERUS BUSINESS FINANCE AGENCY, LLC, a Delaware limited liability company, in its capacity as Collateral Agent for the Secured Parties (in such capacity, the "Proxy Holder") under the Financing Agreement, dated as of August 1, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), to which the Proxy Holder, the Grantor, certain affiliates of the Grantor and the Lenders are a party, the attorney and proxy of the Grantor with full power of substitution and resubstitution, to the full extent of the Grantor's rights with respect to all of the Pledged Interests (as defined in the Security Agreement, defined below) which constitute the Equity Interests of the Issuer (the "Interests") owned by the Grantor. Upon the execution hereof, all prior proxies given by the Grantor with respect to any of the Interests are hereby revoked, and no subsequent proxies will be given with respect to any of the Interests.

This proxy is irrevocable, is coupled with an interest, and is granted pursuant to that certain Pledge and Security Agreement, dated as of August 1, 2022, by and among the Grantor, certain affiliates of the Grantor and Proxy Holder (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") for the benefit of Proxy Holder in consideration of the credit extended pursuant to the Financing Agreement. Capitalized terms used herein but not otherwise defined in this Irrevocable Proxy have the meanings ascribed to such terms in the Security Agreement or the Financing Agreement, as applicable.

The Proxy Holder named above will be empowered and may exercise this Irrevocable Proxy in accordance with, and subject to any notice provisions set forth in, the Security Agreement, to vote the Interests at any and all times after the occurrence and during the continuation of an Event of Default, including, but not limited to, at any meeting of the [members/board] of the Issuer, however called, and at any adjournment thereof, or in any written action by consent of the [members/board] of the Issuer. This Irrevocable Proxy shall remain in effect with respect to the Interests until the Termination Date, and will continue to be effective or automatically reinstated, as the case may be, if at any time payment, in whole or in part, of any of the Secured Obligations is rescinded or must otherwise be restored or returned by Proxy Holder as a preference, fraudulent conveyance, or otherwise under any bankruptcy, insolvency, or similar law, all as though such payment had not been made (provided, that in the event payment of all or any part of the Secured Obligations is rescinded or must be restored or returned, all reasonable and documented out-of-pocket costs and expenses (including, without limitation, reasonable and documented out-of-pocket attorneys' fees and disbursements) incurred by Proxy Holder in defending and enforcing such reinstatement shall be deemed to be included as a part of the Secured Obligations), notwithstanding any time limitations set forth in the [operating agreement/by-laws]

and other organization documents of the Issuer or the [Limited Liability Company Act/Corporations Act] of the State of [\_\_\_\_\_].

Any obligation of the Grantor hereunder shall be binding upon the heirs, successors, and assigns of the Grantor (including, without limitation, any transferee of any of the Interests). In the event that any provision of this Irrevocable Proxy is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Grantor has executed this Irrevocable Proxy as of  
the date first written above.

[\_\_\_\_\_]

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_

EXHIBIT E  
FORM OF REGISTRATION PAGE

[Issuer]

[Stock/Membership/Partnership] Ledger as of \_\_\_\_\_ \*

Name	Certificate No.	Number of Interests

Acknowledged By:

[Issuer]

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_

\*To Remain Blank - Not Completed at Closing