

MR01

Particulars of a charge



Companies House



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www.gov.uk/companieshouse

A fee is payable with this form
Please see 'How to pay' on the last page.

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where the charge
instrument. Use form MR02.



R8GU96B6

RM 25/10/2019 #23

COMPANIES HOUSE

L8GB1J1C

LD4 17/10/2019 #69

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the charge.
If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form. The copy must be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 0 4 1 6 8 2 9 3

Company name in full IKON SCIENCE LIMITED

For official use

→ Filling in this form

Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 1 d 5 m 1 m 0 y 2 y 0 y 1 y 9

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name HERCULES CAPITAL, INC.,

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

^① This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X

MacJannet LLP
Solicitor for the Administrative Agent

X

This form must be signed by a person with an interest in the charge.

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **KARTIK IYER**

Company name **MACFARLANES LLP**

Address **20 CURSITOR STREET**

Post town

County/Region **LONDON**

Postcode **E C 2 A 1 L T**

Country **UK**

DX **DX NO: 138 CHANCERY LANE**

Telephone **+44 (0)20 7831 9222**

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

PROFORMA

Company number 04168293
IKON SCIENCE LIMITED
Kartik Iyer
Macfarlanes LLP
20 Cursitor Street
London
EC4A 1LT

The following details will need to be added to, amended or deleted from the Form MR01/LLMR01/MR08/LLMR08

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Persons entitled to the charge
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR01/LLMR01)
- ☒ Floating charge tick box (applies only to MR01/LLMR01)
- ☐ Negative pledge tick box (applies only to MR01/LLMR01)
- ☐ Nature of the charge
(applies only to MR08/LL MR08)
- ☐ Obligations secured by the charge
(applies only to MR08/LL MR08)

- **The following details will need to be added to, amended or deleted from the Form MR02/LLMR02/MR09/LLMR09**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge

- ☐ Date that property or undertaking was acquired
- ☐ Persons entitled to the charge
- ☐ Description of property.
- ☐ Fixed charge tick box (applies only to MR02/LLMR02)
- ☐ Floating charge tick box (applies only to MR02/LLMR02)
- ☐ Negative pledge tick box (applies only to MR02/LLMR02)
- ☐ Nature of the charge
(applies only to MR09/LL MR09)
- ☐ Obligations secured by the charge
(applies only to MR09/LL MR09)

• **The following details will need to be added to, amended or deleted from the Form MR03/MR10/LLMR03/LLMR10**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date of resolution or determination
- ☐ Date of covering instrument
- ☐ Names of trustees for debenture holders
- ☐ Description of property.
- ☐ Fixed charge tick box (applies only to MR03/LLMR03)
- ☐ Floating charge tick box (applies only to MR03/LLMR03)
- ☐ Negative pledge tick box (applies only to MR03/LLMR03)
- ☐ Nature of the charge
(applies only to MR10/LL MR10)
- ☐ Obligations secured by the charge

(applies only to MR10/LL MR10)
Please give the instructions in the box below)

The MR01 form regarding the Guarantee and Collateral Agreement should be corrected by unticking the floating charge tick box.



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4168293

Charge code: 0416 8293 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th October 2019 and created by IKON SCIENCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th October 2019.

A handwritten signature in black ink, appearing to be 'S. J.' or similar.

Given at Companies House, Cardiff on 25th October 2019



Companies House



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

GUARANTEE AND COLLATERAL AGREEMENT

Dated as of October 15, 2019

made by

IKON SCIENCE LIMITED,

as the English Borrower

IKON SCIENCE AMERICAS, INC.,

as the U.S. Borrower

and the other Grantors referred to herein,

in favor of

HERCULES CAPITAL, INC.,

as Administrative Agent

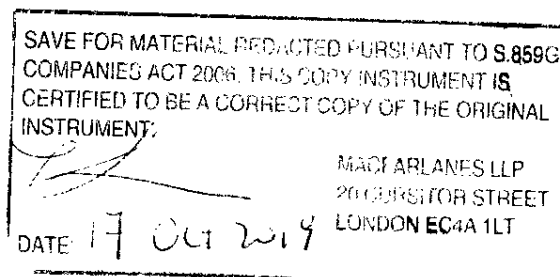


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GUARANTEE AND COLLATERAL AGREEMENT

This **GUARANTEE AND COLLATERAL AGREEMENT** (this “*Agreement*”), dated as of October 15, 2019, is made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of **HERCULES CAPITAL, INC.**, a Delaware corporation, as administrative agent (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”) for the several financial institutions or entities (each a “*Lender*” and, collectively, the “*Lenders*”) from time to time party to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”) among **IKON INTERMEDIATE LIMITED**, a private limited liability company incorporated under the laws of England and Wales having its registered office at 1st Floor, 1 The Crescent, Surbiton, England, KT6 4BN, registered with company number 11605464 (“*Holdings*”), **IKON SCIENCE LIMITED**, a private limited liability company incorporated under the laws of England and Wales having its registered office at 1st Floor, 1 The Crescent, Surbiton, England, KT6 4BN, registered with company number 04168293 (the “*English Borrower*”), **IKON SCIENCE AMERICAS, INC.**, a Texas corporation (the “*U.S. Borrower*” and together with the English Borrower, each a “*Borrower*” collectively, “*Borrowers*”), the other Lenders from time to time party thereto and the Administrative Agent.

INTRODUCTORY STATEMENTS

WHEREAS, the Loan Parties are members of an affiliated group of companies that includes each Grantor;

WHEREAS, the Grantors are engaged in related businesses, and each Grantor derives substantial direct and indirect benefit from the extensions of credit under the Credit Agreement; and

WHEREAS, it is a condition precedent to the making of the initial extension of credit under the Credit Agreement that the Grantors shall have executed and delivered this Agreement in favor of the Administrative Agent for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the above premises, the parties hereto hereby agree as follows:

SECTION 1. DEFINED TERMS.

1.1 Definitions.

(a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the respective meanings given to such terms in the Credit Agreement, and the following terms are used herein as defined in the UCC: Account, Certificated Security, Chattel Paper, Commercial Tort Claim, Commodity Account, Deposit Account, Document, Equipment, Farm Products, Fixtures, General Intangible, Goods, Instrument, Inventory, Letter-of-Credit Rights, Money, Securities Account and Supporting Obligation.

(b) The following terms shall have the following meanings:

“*Administrative Agent*”: as defined in the preamble hereto.

“*Aggregate Payments*”: with respect to a Contributing Guarantor as of any date of determination, an amount equal to (a) the aggregate amount of all payments and distributions made on or before such date by such Contributing Guarantor in respect of Section 2, minus (b) the aggregate amount of all payments

received on or before such date by such Contributing Guarantor from the other Contributing Guarantors as contributions under Section 2.

“Agreement”: as defined in the preamble hereto.

“Books”: all books, records and other written, electronic or other documentation in whatever form maintained now or hereafter by or for any Grantor in connection with the ownership of its assets or the conduct of its business or evidencing or containing information relating to the Collateral, including: (a) ledgers; (b) records indicating, summarizing, or evidencing such Grantor’s assets (including Inventory and Rights to Payment), business operations or financial condition; (c) computer programs and software; (d) computer discs, tapes, files, manuals, spreadsheets; (e) computer printouts and output of whatever kind; (f) any other computer prepared or electronically stored, collected or reported information and equipment of any kind; and (g) any and all other rights now or hereafter arising out of any contract or agreement between such Grantor and any service bureau, computer or data processing company or other Person charged with preparing or maintaining any of such Grantor’s books or records or with credit reporting, including with regard to any of such Grantor’s Accounts.

“Borrower”: as defined in the preamble hereto.

“Collateral”: as defined in Section 3.1.

“Collateral Account”: as defined in Section 6.1(a).

“Contributing Guarantor”: as defined in Section 2.2.

“Control Agreement”: with respect to any Deposit Account, Securities Account or Commodity Account of any Grantor maintained in the United States, any control agreement, in form and substance reasonably satisfactory to the Administrative Agent, between the depository institution at which a Grantor maintains a Deposit Account or the securities intermediary or commodity intermediary at which such Grantor maintains a Securities Account or a Commodity Account, the applicable Grantor, as applicable, and the Administrative Agent pursuant to which the Administrative Agent obtains control (within the meaning of Articles 8 and 9 of the applicable UCC) over such Deposit Account, Securities Account, or Commodity Account.

“Copyright License”: any written agreement which names a Grantor as licensor or licensee, or grants any right under any Copyright to a Grantor, including any rights to manufacture, distribute, exploit and sell materials derived from any Copyright, other than shrink-wrap, click-wrap, click-through or other similar licenses with respect to off-the-shelf software products or personal computer software.

“Copyrights”: (a) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, all computer programs, computer databases, computer flow diagrams, source codes, object codes, and all tangible property employing or incorporating any copyrights), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office, and (b) the right to obtain all renewals thereof.

“Discharge of Obligations”: as defined in Section 2.1(c).

“English Borrower”: as defined in the preamble hereto.

“Excluded Assets”: as defined in Section 3.1.

“Exempt Accounts”: (a) any zero balance accounts, (b) any payroll accounts, tax escrow accounts, employee benefit or other escrow or fiduciary accounts maintained solely for such purpose in the ordinary course of business, (c) the account maintained at HSBC Bank UK PLC designated as account number [REDACTED] for so long as such account is holding cash collateral in respect of obligations pursuant to treasury management services and other arrangements with HSBC Bank UK PLC in an aggregate principal amount not to exceed £2,004,715 and (d) other accounts as long as the aggregate balance for all Grantors in all such accounts in this clause (d) does not exceed \$250,000 at any time.

“Fair Share”: with respect to a Contributing Guarantor as of any date of determination, an amount equal to (a) the ratio of (i) the Fair Share Contribution Amount with respect to such Contributing Guarantor, to (ii) the aggregate of the Fair Share Contribution Amounts with respect to all Contributing Guarantors multiplied by, (b) the aggregate amount paid or distributed on or before such date by all Funding Guarantors under Section 2 in respect of the Secured Obligations.

“Fair Share Contribution Amount”: with respect to a Contributing Guarantor as of any date of determination, the maximum aggregate amount of the obligations of such Contributing Guarantor under Section 2 that would not render its obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any comparable applicable provisions of state law; *provided*, solely for purposes of calculating the “Fair Share Contribution Amount” with respect to any Contributing Guarantor for purposes of Section 2.2 any assets or liabilities of such Contributing Guarantor arising by virtue of any rights to subrogation, reimbursement or indemnification or any rights to or obligations of contribution hereunder shall not be considered as assets or liabilities of such Contributing Guarantor.

“Fraudulent Transfer Laws”: as defined in Section 2.1(c).

“Funding Guarantor”: as defined in Section 2.2.

“Grantor”: as defined in the preamble hereto.

“Guarantor”: as defined in Section 2.1(a).

“Holdings”: as defined in the preamble hereto.

“Intellectual Property”: any Copyright, Patent or Trademark and all claims for any past, present, or future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

“Investment Account”: any of a Securities Account, a Commodity Account or a Deposit Account.

“Investment Property”: the collective reference to (a) all “investment property” as such term is defined in Section 9-102(a)(49) of the UCC (other than any Capital Stock or other ownership interests of an Excluded Foreign Subsidiary excluded from the definition of “Pledged Stock”), and (b) whether or not constituting “investment property” as so defined, all Pledged Notes and all Pledged Collateral.

“Issuer”: with respect to any Investment Property, the issuer of such Investment Property.

“Lenders”: as defined in the preamble hereto.

“Member’s Total Rights”: with respect to any Grantor that is a member in a limited liability company, all of such Grantor’s right, title and interest in such limited liability company, including its “limited liability company interest” (as such term is defined in Section 18-101(8) of the Limited Liability

Company Act of Delaware) or equivalent, the Grantor's status as a "member" (as such term is defined in Section 18-101(8) of the Limited Liability Company Act of Delaware) or equivalent, and the Grantor's right to participate in the management of the business and affairs of the limited liability company.

"Patent License": any written agreement which names a Grantor as licensor or licensee or grants to such Grantor any right under any Patent, including the right to manufacture, use or sell any invention covered in whole or in part by such Patent.

"Patents": (a) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof, (b) all applications for letters patent of the United States or any other country, and all divisions, continuations and continuations-in-part, and extensions thereof, and (c) all rights to obtain any reissues or extensions of the foregoing.

"Pledged Collateral": (a) any and all Pledged Stock, including all stock certificates, options or rights of any nature whatsoever in respect of the Pledged Stock that has been issued or granted to, or held by, any Grantor, including any Member's Total Rights; (b) any and all Pledged Notes; (c) all other Investment Property of any Grantor; (d) all warrants, options or other rights entitling any Grantor to acquire any interest in Capital Stock or other securities of the direct or indirect Subsidiaries of such Grantor or of any other Person; (e) all Instruments; and (f) all securities, property, interest, dividends and other payments and distributions issued as an addition to, in redemption of, in renewal or exchange for, in substitution or upon conversion of, or otherwise on account of, any of the foregoing; *provided* that, for the avoidance of doubt, "Pledged Collateral" shall not include any items constituting Excluded Assets.

"Pledged Notes": all promissory notes listed on Schedule 2 and all other promissory notes issued to or held by any Grantor.

"Pledged Stock": all of the issued and outstanding shares of Capital Stock, whether certificated or uncertificated, of any Grantor's direct Subsidiaries now or hereafter owned by any such Grantor and including the Capital Stock listed on Schedule 2 hereof (as amended or supplemented from time to time), *provided*, that notwithstanding anything herein to the contrary or in the Credit Agreement, Pledged Stock shall exclude any Capital Stock of any Excluded Foreign Subsidiary not owned directly by a Grantor.

"Pledged Stock Related Rights": as defined in Section 6.3(e).

"Proceeds": all "proceeds" as such term is defined in Section 9-102(a)(64) of the UCC and, in any event, shall include all dividends or other income from any Investment Property constituting Collateral and all collections thereon or distributions or payments with respect thereto.

"Receivable": any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including any Account).

"Rights to Payment": any and all of any Grantor's Accounts and any and all of any Grantor's rights and claims to the payment or receipt of money or other forms of consideration of any kind in, to and under or with respect to its Chattel Paper, Documents, General Intangibles, Instruments, Investment Property, Letter-of-Credit Rights, Proceeds and Supporting Obligations.

"Secured Obligations": collectively, the "Obligations", as such term is defined in the Credit Agreement.

"Trademark License": any written agreement which (a) names a Grantor as licensor or licensee and (b) grants to such Grantor any right to use any Trademark.

“Trademarks”: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals thereof.

“U.S. Borrower”: as defined in the preamble hereto.

1.2 Other Definitional Provisions. The rules of interpretation set forth in Section 1.2 of the Credit Agreement are by this reference incorporated herein, *mutatis mutandis*, as if set forth herein in full.

SECTION 2. GUARANTEE.

2.1 Guarantee.

(a) Each Grantor (other than Borrowers) who has executed this Agreement as of the date hereof, together with each Grantor who accedes to this Agreement as a Grantor after the date hereof pursuant to Section 6.9 of the Credit Agreement or otherwise (each a “**Guarantor**” and, collectively, the “**Guarantors**”), hereby, jointly and severally, unconditionally and irrevocably, guarantees to the Administrative Agent, for the benefit of the Secured Parties and their respective permitted successors, indorsees, transferees and assigns, as a primary obligor and not merely as a surety, the prompt and complete payment and performance by Borrowers and the other Loan Parties when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (other than those Obligations that are direct obligations of such Guarantor). Each Guarantor’s liability hereunder shall be the immediate, direct, and primary obligation of such Guarantor and shall not be contingent upon the Administrative Agent’s or any Secured Party’s exercise or enforcement of any remedy it or they may have against Borrowers, any other Guarantor, any other Person, or all or any portion of the Collateral. The guaranty by each of the Guarantors hereunder shall constitute a guaranty of payment, when due, and not of collection.

(b) Each Guarantor agrees that the Secured Obligations may at any time and from time to time exceed the amount of the maximum liability of such Guarantor hereunder without impairing the guarantee contained in this Section 2 or affecting the rights and remedies of the Administrative Agent or any other Secured Party hereunder.

(c) The guarantee contained in this Section 2 shall remain in full force and effect until all the Secured Obligations (in each case excluding inchoate indemnity obligations) shall have been satisfied by payment in full and all of the Commitments are terminated (the “**Discharge of Obligations**”), notwithstanding from time to time while the Credit Agreement is in effect the outstanding amount of the Secured Obligations may be zero.

(d) Except as provided in Section 8.15, no payment made by any Borrower, any Guarantor, any other guarantor or any other Person or received or collected by the Administrative Agent or any other Secured Party from any Borrower, any Guarantor, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Secured Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Secured Obligations or any payment received or collected from such Guarantor in respect of the Secured Obligations), remain liable for the Secured Obligations up to the maximum liability of such Guarantor hereunder until the Discharge of Obligations.

(e) Any term or provision of this Agreement or any other Loan Document to the contrary notwithstanding, the maximum aggregate amount for which any Guarantor shall be liable hereunder shall not exceed the maximum amount for which such Guarantor can be liable without rendering this Agreement or any other Loan Document, as it relates to such Guarantor, subject to avoidance under applicable Requirements of Law relating to fraudulent conveyance or fraudulent transfer (including the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act and the Bankruptcy Code or any applicable provisions of comparable Requirements of Law) (collectively, “**Fraudulent Transfer Laws**”). Any analysis of the provisions of this Agreement for purposes of Fraudulent Transfer Laws shall take into account the right of contribution established in Section 2.2, and, for purposes of such analysis, give effect to any discharge of intercompany debt as a result of any payment made under this Agreement.

2.2 Right of Contribution. In furtherance of the foregoing, all Guarantors desire to allocate among themselves (collectively, the “**Contributing Guarantors**”), in a fair and equitable manner, their obligations arising under this Section 2. Accordingly, in the event any payment or distribution is made on any date by a Guarantor (a “**Funding Guarantor**”) under this Agreement such that its Aggregate Payments exceeds its Fair Share as of such date, such Funding Guarantor shall be entitled to a contribution from each of the other Contributing Guarantors in an amount sufficient to cause each Contributing Guarantor’s Aggregate Payments to equal its Fair Share as of such date. If in connection with any payment made by any Guarantor hereunder any rights of contribution arise in favor of such Guarantor against one or more other Guarantors, such rights of contribution shall be subject to the terms and conditions of Section 2.3. The provisions of this Section 2.2 shall in no respect limit the obligations and liabilities of any Guarantor to the Administrative Agent and the other Secured Parties, and each Guarantor shall remain liable to the Administrative Agent and the other Secured Parties for the full amount guaranteed by such Guarantor hereunder until the Discharge of Obligations. The amounts payable as contributions hereunder shall be determined as of the date on which the related payment or distribution is made by the applicable Funding Guarantor. The allocation among Contributing Guarantors of their obligations as set forth in this Section 2.2 shall not be construed in any way to limit the liability of any Contributing Guarantor hereunder. Each Guarantor is a third party beneficiary to the contribution agreement set forth in this Section 2.2.

2.3 No Subrogation. Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by the Administrative Agent or any other Secured Party, no Guarantor shall be entitled to be subrogated to any of the rights of the Administrative Agent or any other Secured Party against any Borrower or any other Guarantor or any Collateral or guarantee or right of offset held by the Administrative Agent or any other Secured Party for the payment of the Secured Obligations, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from any Borrower or any other Guarantor in respect of payments made by such Guarantor hereunder, in each case, until the Discharge of Obligations. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time prior to the Discharge of Obligations, such amount shall be held by such Guarantor in trust for the Administrative Agent and the other Secured Parties, shall be segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Administrative Agent in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Administrative Agent, if required), to be applied against the Secured Obligations in such order as set forth in Section 6.5 hereof irrespective of the occurrence or the continuance of any Event of Default.

2.4 Amendments, etc. with respect to the Secured Obligations. Each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Secured Obligations made by the Administrative Agent or any other Secured Party may be rescinded by the Administrative Agent or such Secured Party and any of the Secured Obligations continued, and the Secured Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be

renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Administrative Agent or any other Secured Party, and the Credit Agreement, the other Loan Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Administrative Agent (or the Required Lenders, all Lenders, or other Secured Party, as the case may be) may deem advisable from time to time in accordance with the terms of such documents, and any collateral security, guarantee or right of offset at any time held by the Administrative Agent or any other Secured Party for the payment of the Secured Obligations may be sold, exchanged, waived, surrendered or released. Neither the Administrative Agent nor any other Secured Party shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Secured Obligations or for the guarantee contained in this Section 2 or any property subject thereto.

2.5 Guarantee Absolute and Unconditional; Guarantor Waivers; Guarantor Consents. Each Guarantor waives to the fullest extent permitted by applicable law any and all notice of the creation, renewal, extension or accrual of any of the Secured Obligations and notice of or proof of reliance by the Administrative Agent or any other Secured Party upon the guarantee contained in this Section 2 or acceptance of the guarantee contained in this Section 2; the Secured Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 2; and all dealings between any Borrower and any of the Guarantors on the one hand, and the Administrative Agent and the other Secured Parties, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section 2.

Each Guarantor waives to the fullest extent permitted by applicable law (a) diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon any Borrower or any of the other Guarantors with respect to the Secured Obligations, (b) any defense based upon an election of remedies (including, if available, an election to proceed by nonjudicial foreclosure) which destroys or impairs the subrogation rights of such Guarantor or the right of such Guarantor to proceed against any Borrower or any other obligor of the Secured Obligations for reimbursement, (c) without limiting the generality of the foregoing, to the fullest extent permitted by law, any defenses or benefits that may be derived from or afforded by applicable Requirements of Law that limit the liability of or exonerate guarantors or sureties, or which may conflict with the terms of this Agreement, (d) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal, (e) any right to require any Secured Party, as a condition of payment or performance by such Guarantor, to (i) proceed against any Borrower or any other Guarantor of the Secured Obligations or any other Person, (ii) proceed against or exhaust any security held from any Borrower, any such other Guarantor or any other Person, or (iii) pursue any other remedy in the power of any Secured Party whatsoever, (f) any defense arising by reason of the incapacity, lack of authority or any disability of any Borrower or any other Guarantor or any defense based on or arising out of the lack of validity or the unenforceability of the Secured Obligations or any agreement or instrument relating thereto or by reason of the cessation of the liability of any Borrower or any other Guarantor from any cause (other than, in each case, the defense of the Discharge of Obligations) and (g) any defense based upon any Secured Party's errors or omissions in the administration of the Secured Obligations, except behavior which amounts to gross negligence, bad faith or willful misconduct.

Each Guarantor understands and agrees that the guarantee contained in this Section 2 shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (a) the validity or enforceability of the Credit Agreement or any other Loan Document, any of the Secured Obligations or any other Collateral therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Administrative Agent or any other Secured Party, (b) any defense, setoff or counterclaim (other than a defense of payment or performance) which may at any time be available to

or be asserted by any Borrower or any other Person against the Administrative Agent or any other Secured Party, (c) any other circumstance whatsoever (with or without notice to or knowledge of such Borrower or such Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrowers and the Guarantors for the Secured Obligations, or of such Guarantor under the guarantee contained in this Section 2, in bankruptcy or in any other instance, (d) any Insolvency Proceeding with respect to any Borrower, any Guarantor or any other Person, (e) any merger, acquisition, consolidation or change in structure of any Borrower, any Guarantor or any other Person, or any sale, lease, transfer or other disposition of any or all of the assets or Capital Stock of any Borrower, any Guarantor or any other Person, (f) any assignment or other transfer (to the extent not prohibited by the Credit Agreement), in whole or in part, of any Secured Party's interests in and rights under this Agreement or the other Loan Documents, including any Secured Party's right to receive payment of the Secured Obligations, or any assignment or other transfer (to the extent not prohibited by the Credit Agreement), in whole or in part, of any Secured Party's interests in and to any of the Collateral, (g) any Secured Party's vote, claim, distribution, election, acceptance, action or inaction in any Insolvency Proceeding related to any of the Secured Obligations, and (h) any other guaranty, whether by such Guarantor or any other Person, of all or any part of the Secured Obligations or any other indebtedness, obligations or liabilities of any Guarantor to any Secured Party.

When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the Administrative Agent or any other Secured Party may, but shall be under no obligation to make a similar demand on or otherwise pursue such rights and remedies as it may have against any Borrower, any other Guarantor or any other Person or against any Collateral or guarantee for the Secured Obligations or any right of offset with respect thereto. Any failure by the Administrative Agent or any other Secured Party to make any such demand, to pursue such other rights or remedies or to collect any payments from any Borrower, any other Guarantor or any other Person or to realize upon any such Collateral or guarantee or to exercise any such right of offset, or any release of any Borrower, any other Guarantor or any other Person or any such Collateral, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Administrative Agent or any other Secured Party against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

Each Guarantor acknowledges that all or any portion of the Secured Obligations may now or hereafter be secured by a Lien or Liens upon any assets or claims owned by the relevant Guarantor according to this Agreement or according to any other security agreement to be entered into under any state law or foreign law, in particular but without limitation upon real property owned or leased by any Borrower or any Guarantor and evidenced by certain documents including deeds of trust and assignments of rents. Any Secured Party may, pursuant to the terms of said documents and applicable law, foreclose under all or any portion of one or more of said Liens by means of judicial or nonjudicial sale or sales. Each Guarantor agrees that any Secured Party may exercise whatever rights and remedies it may have with respect to said real property security, all without affecting the liability of any Guarantor hereunder, except to the extent such Secured Party realizes payment by such action or proceeding. No election to proceed in one form of action or against any party, or on any obligation shall constitute a waiver of any Secured Party's right to proceed in any other form of action or against any Guarantor or any other Person, or diminish the liability of any Guarantor, or affect the right of such Secured Party to proceed against any Guarantor for any deficiency, except to the extent such Secured Party realizes payment by such action, notwithstanding the effect of such action upon any Guarantor's rights of subrogation, reimbursement or indemnity, if any, against any Borrower, any Guarantor, or any other Person.

Each Guarantor further unconditionally consents and agrees that, without notice to or further assent from any Guarantor: (a) the principal amount of the Secured Obligations may be increased or decreased and additional indebtedness or obligations of Borrowers or any other Persons under the Loan Documents

may be incurred, by one or more amendments, modifications, renewals or extensions of any Loan Document or otherwise; (b) the time, manner, place or terms of any payment under any Loan Document may be extended or changed, including by an increase or decrease in the interest rate on any Secured Obligation or any fee or other amount payable under such Loan Document, by an amendment, modification or renewal of any Loan Document or otherwise; (c) the time for Borrowers' (or any other Loan Party's) performance of or compliance with any term, covenant or agreement on its part to be performed or observed under any Loan Document may be extended, or such performance or compliance waived, or failure in or departure from such performance or compliance consented to, all in such manner and upon such terms as the Administrative Agent may deem proper; (d) in addition to the Collateral, the Secured Parties may take and hold other security (legal or equitable) of any kind, at any time, as collateral for the Secured Obligations, and may, from time to time, in whole or in part, exchange, sell, surrender, release, subordinate, modify, waive, rescind, compromise or extend such security and may permit or consent to any such action or the result of any such action, and may apply such security and direct the order or manner of sale thereof; (e) any Secured Party may discharge or release, in whole or in part, any other Guarantor or any other Loan Party or other Person liable for the payment and performance of all or any part of the Secured Obligations, and may permit or consent to any such action or any result of such action, and shall not be obligated to demand or enforce payment upon any of the Collateral, nor shall any Secured Party be liable to any Guarantor for any failure to collect or enforce payment or performance of the Secured Obligations from any Person or to realize upon the Collateral; and (f) the Secured Parties may request and accept other guaranties of the Secured Obligations and any other indebtedness, obligations or liabilities of any Borrower or any other Loan Party to any Secured Party and may, from time to time, in whole or in part, surrender, release, subordinate, modify, waive, rescind, compromise or extend any such guaranty and may permit or consent to any such action or the result of any such action; in each case (a) through (f), as the Secured Parties may deem advisable, and without impairing, abridging, releasing or affecting this Agreement.

2.6 Payments. Each Guarantor hereby guarantees that payments hereunder will be paid by such Guarantor to the Administrative Agent without set-off or counterclaim in Dollars at the Funding Office.

SECTION 3. GRANT OF SECURITY INTEREST

3.1 Grant of Security Interests. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest and wherever located (collectively, the "***Collateral***"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

- (a) all Accounts, other Rights to Payment and Receivables;
- (b) all Chattel Paper;
- (c) all Commercial Tort Claims, including but not limited to those specifically described on Schedule 7 attached hereto;
- (d) all Investment Accounts;
- (e) all Documents;
- (f) all Equipment;
- (g) all Fixtures;

- (h) all General Intangibles;
- (i) all Goods not covered by the other clauses of this Section 3;
- (j) all Instruments and all Pledged Notes;
- (k) all Intellectual Property, Trademark Licenses, Patent Licenses and Copyright Licenses;
- (l) all Inventory;
- (m) all Investment Property (including all Pledged Collateral), and all rights, interests and claims with respect thereof, including under any and all related agreements, instruments and other documents;
- (n) all Letter-of-Credit Rights;
- (o) all Money;
- (p) all Books and records pertaining to the Collateral; and
- (q) to the extent not otherwise included, all Proceeds, Supporting Obligations and products, whether tangible or intangible, of any and all of the foregoing and collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding any of the other provisions set forth in this Section 3, this Agreement shall not constitute a grant of a security interest in, and the term “Collateral” shall not include (collectively, “**Excluded Assets**”), (1) motor vehicles and other assets subject to certificates of title, (2) any property to the extent that such grant of a security interest is prohibited by any Requirement of Law of a Governmental Authority or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any lease, contract, license, agreement, instrument or other document evidencing or giving rise to such property (including, without limitation, any property subject to a purchase money security interest, Capital Lease Obligation or similar arrangement), except to the extent that such Requirement of Law or the term in such contract, license, agreement, instrument or other document providing for such prohibition, breach, default or termination or requiring such consent is ineffective under Section 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity; provided, however, that such security interest shall immediately and automatically attach at such time as such Requirement of Law is not effective or applicable, or such prohibition, breach, default or termination is no longer applicable or is waived, and to the extent severable, shall immediately and automatically attach to any portion of the Collateral that does not result in such consequences; provided, further, however, that such exclusion shall not apply to (x) monies due or to become due under or in connection with any described assets (including Accounts), or (y) any proceeds from the sale, license, lease, or other dispositions of any such assets, (3) any United States intent-to-use trademark or service mark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under federal law; provided, however, after such period, each Grantor acknowledges that such interest in such trademark or service mark application shall be automatically subject to a security interest in favor of the Administrative Agent and shall be automatically included in the Collateral, (4) Capital Stock or other ownership interests excluded from the definition of “Pledged Stock”, (5) any leasehold interest in real property and any owned real estate that is not a Mortgaged Property, (6) any margin stock, (7) Exempt Accounts and cash and Cash Equivalents maintained in Exempt Accounts and (8) any asset with respect to which the Administrative Agent and

Borrowers have reasonably determined that the cost, burden, difficulty or consequence (including any effect on the ability of the relevant Loan Party to conduct its operations and business in the ordinary course of business) of obtaining or perfecting a security interest therein outweighs the benefit of a security interest to the relevant Secured Parties afforded thereby.

SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Borrowers thereunder, each Grantor hereby represents and warrants to the Administrative Agent and each other Secured Party that:

4.1 Title; No Other Liens. Except for Liens permitted pursuant to exist on the Collateral by Section 7.3 of the Credit Agreement, such Grantor owns each item of the Collateral in which a Lien is granted by it free and clear of any and all Liens and other claims of others. For the avoidance of doubt, it is understood and agreed that each Grantor may, as part of its business, grant non-exclusive licenses to third parties to use Intellectual Property owned or developed by the Grantor in the ordinary course to the extent such licenses are not prohibited by the Credit Agreement. For purposes of this Agreement and the other Loan Documents, such licensing activity shall not constitute a “Lien” on such Intellectual Property.

4.2 Perfected Liens. The security interests granted to the Administrative Agent pursuant to this Agreement (a) upon completion of the filings and other actions specified on Schedule 3 (which, in the case of all filings and other documents referred to on said Schedule, have been delivered to the Administrative Agent in completed and duly executed (if applicable) form) with respect to the type of Collateral in which a security interest may be perfected (i) by filing a financing statement under the Uniform Commercial Code as enacted in any relevant jurisdiction or by a filing of an Intellectual Property Security Agreement in the United States Patent and Trademark Office or in the United States Copyright Office, as applicable, (ii) upon the possession of the Collateral in which a security interest may be perfected by possession, or (iii) upon the “control” (as defined in the UCC as in effect in the applicable jurisdiction) over the type of Collateral in which a security interest may be perfected by “control”, will constitute valid perfected security interests under United States law in all of such Collateral in favor of the Administrative Agent, for the benefit of the Secured Parties, as collateral security for the Secured Obligations, enforceable in accordance with the terms hereof against any creditors of any Grantor and any Persons purporting to purchase any Collateral from any Grantor, and (b) are prior to all other Liens on the Collateral in existence on the date hereof except for Liens permitted by Section 7.3 of the Credit Agreement which have priority over the Liens of the Administrative Agent on the Collateral (for the benefit of the Secured Parties) by operation of law.

4.3 Jurisdiction of Organization; Chief Executive Office. On the date hereof, such Grantor’s jurisdiction of organization, identification number from the jurisdiction of organization (if any), and the location of such Grantor’s chief executive office or sole place of business, as the case may be, are specified on Schedule 4.

4.4 Pledged Collateral. (a) All of the Pledged Stock held by such Grantor has been duly and validly issued, and is fully paid and non-assessable, subject in the case of Pledged Stock constituting partnership interests or limited liability company membership interests to future assessments required under applicable law and any applicable partnership or operating agreement, (b) such Grantor is or, in the case of any such additional Pledged Collateral will be, the legal record and beneficial owner thereof, (c) in the case of Pledged Stock of a Subsidiary of such Grantor or Pledged Collateral of such Grantor constituting Instruments issued by a Subsidiary of such Grantor, there are no restrictions on the transferability of such Pledged Collateral or such additional Pledged Collateral to the Administrative Agent or with respect to the foreclosure, transfer or disposition thereof by the Administrative Agent, except as provided under applicable securities or “Blue Sky” laws, (d) the Pledged Stock pledged by such Grantor constitutes all of

the issued and outstanding shares of Capital Stock of each Subsidiary owned by such Grantor (except for the Capital Stock excluded from the definition of Pledged Stock), and such Grantor owns no securities convertible into or exchangeable for any shares of Capital Stock of any such Issuer that do not constitute Pledged Stock that is required to be pledged hereunder, and (e) as of the Closing Date, none of the Pledged Collateral consisting of any limited liability company interests or partnership interests that are listed on Schedule 2 are securities governed by Article 8 of the Uniform Commercial Code as in effect in any relevant jurisdiction.

4.5 Receivables. No amount payable to such Grantor under or in connection with any Receivable or other Right to Payment in excess of \$250,000 is evidenced by any Instrument (other than drafts or other Instruments that will be promptly deposited in an Investment Account or checks in the ordinary course of business) or Chattel Paper which has not been delivered to the Administrative Agent. As of the Closing Date, none of the account debtors or other obligors in respect of any Receivable in excess of \$250,000 in the aggregate is the government of the United States or any agency or instrumentality thereof.

4.6 Intellectual Property.

(a) Schedule 6 lists (i) all registrations and applications for United States Intellectual Property (including registered Copyrights, Patents, Trademarks and all applications therefor), in each case owned by such Grantor in its own name on the date hereof. To the knowledge of the Grantors after reasonable inquiry, all Intellectual Property set forth (or required to be set forth) on Schedule 6 that is material to the business of a Grantor is valid, subsisting and enforceable and in compliance with all legal requirements, filings, and payments and other actions that are required to maintain such Intellectual Property in full force and effect.

(b) The use of such Intellectual Property by each Grantor does not, to the knowledge of such Grantor infringe on the rights of any Person in any material respect.

(c) To the knowledge of each Grantor, no third party has infringed or misappropriated, or is infringing or misappropriating in any material respect any Intellectual Property rights owned by such Grantor.

(d) To the knowledge of the Grantors, no holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or any Grantor's rights in, any Intellectual Property necessary for the conduct of such Grantor's business as currently conducted.

(e) No action or proceeding is pending, or, to the knowledge of such Grantor, threatened in writing, seeking to limit, cancel or question the validity of any Intellectual Property owned by a Grantor or such Grantor's ownership interest therein, in each case, which could reasonably be expected to result in a Material Adverse Effect.

(f) Each Grantor has taken commercially reasonable steps to maintain the confidentiality of all material confidential information and trade secrets of such Grantor.

4.7 Investment Accounts.

(a) Schedule 2 sets forth under the headings "Securities Accounts" and "Commodity Accounts", respectively, all of the Securities Accounts and Commodity Accounts in which such Grantor has an interest as of the Closing Date. As of the Closing Date, such Grantor is the sole entitlement holder of each such Securities Account and Commodity Account constituting Collateral, and, other than with

respect to Exempt Accounts, such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Administrative Agent) having “control” (within the meanings of Sections 8-106 and 9-106 of the UCC) over, or any other interest in, any such Securities Account or Commodity Account constituting Collateral or any securities or other property credited thereto, except for, subject to the relevant Control Agreement, the account bank party to such Control Agreement;

(b) Schedule 2 sets forth under the heading “Deposit Accounts” all of the Deposit Accounts in which such Grantor has an interest as of the Closing Date. As of the Closing Date, such Grantor is the sole account holder of each such Deposit Account constituting Collateral and such Grantor has not consented to, and, other than with respect to Exempt Accounts, is not otherwise aware of, any Person (other than the Administrative Agent) having either sole dominion and control (within the meaning of common law) or “control” (within the meaning of Section 9-104 of the UCC) over, or any other interest in, any such Deposit Account constituting Collateral or any money or other property deposited therein, except for, subject to the relevant Control Agreement, the account bank party to such Control Agreement; and

(c) Except as otherwise permitted under Section 5.8 or as otherwise agreed by the Administrative Agent, such Grantor has taken all actions necessary or reasonably requested to: (i) establish the Administrative Agent’s “control” (within the meanings of Sections 8-106 and 9-106 of the UCC) over any portion of the Investment Accounts constituting Securities Accounts, Commodity Accounts, Securities Entitlements or Uncertificated Securities (each as defined in Section 9-102 of the UCC) constituting Collateral; and (ii) establish the Administrative Agent’s “control” (within the meaning of Section 9-104 of the UCC) over all Deposit Accounts other than Exempt Accounts; provided, that the Administrative Agent shall not send a notice of sole control or similar notice unless an Event of Default has occurred and is continuing, with respect to which the Administrative Agent is permitted to exercise remedies pursuant to Section 8.2 of the Credit Agreement.

4.8 Commercial Tort Claims. Such Grantor does not have any Commercial Tort Claims having a potential value in excess of \$250,000 except as set forth in Schedule 7 or as have been notified to the Administrative Agent in accordance with Section 5.12.

4.9 Farm Products. None of the Collateral constitutes, or is the Proceeds of, Farm Products.

4.10 Inventory and Equipment. On the date hereof (a) the Inventory and (b) the Equipment (other than (i) mobile goods Inventory or Equipment in the possession of any employee or Equipment at other locations in connection with the repair or refurbishment thereof in the ordinary course of business and (ii) Inventory and Equipment kept at locations in the United Kingdom subject to the English Debenture) of each Grantor are kept at the locations in the United States listed on Schedule 5 and at other locations where the book value of the Equipment and Inventory located (x) at any one of such other locations not listed on Schedule 5 is not in excess of \$250,000 (excluding leasehold improvements) and (y) at all such other locations not listed on Schedule 5 is not in excess of \$500,000. On the date hereof, no Grantor’s material servers are at any location not listed on Schedule 5.]

SECTION 5. COVENANTS

Each Grantor covenants and agrees with the Administrative Agent and the other Secured Parties that, from and after the date of this Agreement until the Discharge of Obligations:

5.1 Delivery of Instruments, Certificated Securities and Chattel Paper. If amounts payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument (other than drafts or other Instruments that will be promptly deposited in an Investment Account or checks in the ordinary course of business), Certificated Security or Chattel Paper having an aggregate value or face amount of \$500,000 or more for all such Instruments, Certificated Securities or Chattel Paper, then such

Instruments, Certificated Securities or Chattel Paper shall be promptly delivered to the Administrative Agent within sixty (60) days of receipt thereof by such Grantor, Certificated Securities or Chattel Paper was acquired (or such longer period as the Administrative Agent may agree in its reasonable discretion), duly indorsed in a manner reasonably satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Agreement.

5.2 Maintenance of Property; Insurance.

(a) Such Grantor shall, to the extent commercially reasonable, keep all property useful and necessary in its business in good working order and condition, ordinary wear and tear and *force majeure* events excepted.

(b) Such Grantor shall maintain with financially sound and reputable insurance companies insurance on all its property in at least such amounts and against at least such risks as are usually insured against in the same general area by companies engaged in the same or a similar business.

5.3 [Reserved].

5.4 Maintenance of Perfected Security Interest; Further Documentation.

(a) Such Grantor shall maintain the security interests of the Secured Parties created by this Agreement as perfected security interests having at least the priority described in Section 4.2 (except to the extent such security interests are permitted to be disposed of pursuant to and in accordance with the Loan Documents). Each Grantor shall use commercially reasonable efforts to defend the right, title and interest of the Administrative Agent in and to the Collateral against the claims and demands of all Persons whomsoever, including notification of the Administrative Agent's interest in Collateral at Administrative Agent's reasonable request, subject to the rights of such Grantor under the Loan Documents to dispose of the Collateral.

(b) Upon reasonable request of the Administrative Agent, such Grantor will furnish to the Administrative Agent from time to time statements and schedules further identifying and describing the assets and property of such Grantor and such other reports in connection therewith as the Administrative Agent may reasonably request, all in reasonable detail; provided, that so long as no Event of Default shall have occurred and be continuing, no Grantor shall be required to deliver any such statements or schedules more than one time per fiscal year.

(c) Such Grantor shall take such other action as may be reasonably necessary, or as the Administrative Agent may reasonably request, to perfect the Administrative Agent's security interest in the United States Intellectual Property included in the Collateral, including delivery of fully executed Intellectual Property Security Agreements in form and substance reasonably acceptable to the Administrative Agent. Following the creation or other acquisition of any Intellectual Property by any Grantor after the date hereof which is registered or becomes registered or the subject of an application for registration with the United States Copyright Office or the United States Patent and Trademark Office, as applicable, such Grantor shall provide notice thereof concurrently with the delivery of the quarterly financial statements pursuant to Section 6.1(b) of the Credit Agreement, and shall, concurrently with any such notice, modify this Agreement by amending Schedule 6 to include any Intellectual Property which become part of the Collateral and which was not included on Schedule 6 as of the date hereof and, if requested by the Administrative Agent, execute and deliver an Intellectual Property Security Agreement in form and substance reasonably acceptable to the Administrative Agent in respect of such newly created or acquired United States Intellectual Property with the United States Copyright Office or the United States Patent and Trademark Office, as applicable, and take such other action as may be reasonably necessary and as the Administrative Agent may reasonably request to perfect the Administrative Agent's security interest

in such United States Intellectual Property; provided, that no Grantor shall be required to perfect any assets acquired after the Closing Date to the extent the cost of perfection shall exceed the benefit of the collateral security provided in the Secured Parties, as determined by the Administrative Agent in its sole discretion.

(d) At any time and from time to time, upon the reasonable written request of the Administrative Agent, and at the sole expense of such Grantor, but in any case subject to the terms and conditions hereof, such Grantor will promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits of the Credit Agreement and this Agreement and of the rights and powers herein granted, including, without limitation (i) filing any financing or continuation statements under the UCC (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby and (ii) in the case of Investment Property, Investment Accounts, Letter-of-Credit Rights and any other relevant Collateral, taking any actions necessary to enable the Administrative Agent to obtain “control” (within the meaning of the UCC) with respect thereto to the extent required hereunder; provided that (other than with respect to the English Borrower pursuant to the terms of the English Debenture) perfection by control shall not be required with respect to any assets located outside of the United States requiring perfection through control agreements or other control arrangements, including deposit accounts, securities accounts and commodities accounts (other than control of Pledged Stock and Pledged Notes).

5.5 Changes in Locations, Name, Etc. Such Grantor will not, except upon five (5) Business Days’ (or such shorter period as may be reasonably agreed to by the Administrative Agent) prior written notice to the Administrative Agent and delivery to the Administrative Agent of (a) all documents reasonably requested by the Administrative Agent to maintain the validity, perfection and priority of the security interests provided for herein, and (b) if applicable, a written supplement to Schedule 4 showing the relevant new jurisdiction of organization, location of chief executive office or sole place of business, as appropriate together with the delivery of the Compliance Certificate for the applicable Fiscal Quarter (or, in the case of the fourth Fiscal Quarter of any Fiscal Year, the related fiscal year) after the occurrence of any of the following during any Fiscal Quarter:

(i) change its jurisdiction of organization, identification number from the jurisdiction of organization (if any) or the location of its chief executive office or sole place of business, as applicable, from that referred to in Section 4.3; or

(ii) change its legal name.

5.6 Notices. Such Grantor will advise the Administrative Agent promptly following such Grantor’s knowledge thereof, in reasonable detail, of the occurrence of any other event affecting the aggregate value of the Collateral or the security interests created hereby or by any other Security Document which could reasonably be expected to have a Material Adverse Effect.

5.7 Instruments; Investment Property.

(a) Upon the request of the Administrative Agent, such Grantor will (i) promptly deliver to the Administrative Agent, or an agent designated by it, appropriately indorsed or accompanied by appropriate instruments of transfer or assignment all letters of credit of such Grantor, and all other Rights to Payment held by such Grantor at any time evidenced by promissory notes, trade acceptances or other instruments in amounts in excess of \$500,000 in the aggregate, and (ii) provide such notice, obtain such acknowledgments and take all such other action, with respect to any Letter-of-Credit Rights in amounts in excess of \$250,000 in the aggregate held by such Grantor, as the Administrative Agent shall reasonably specify.

(b) If such Grantor shall become entitled to receive or shall receive any certificate (including any certificate representing a dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights in respect of the Capital Stock of any Issuer constituting Pledged Stock, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of the Pledged Stock, or otherwise in respect thereof, to the extent such certificate, option or rights are required to be pledged hereunder, such Grantor shall accept the same as the agent of the Administrative Agent and the other Secured Parties, hold the same in trust for the Administrative Agent and the other Secured Parties and deliver the same forthwith to the Administrative Agent, duly indorsed by such Grantor to the Administrative Agent, if required, together with an undated stock power covering such certificate duly executed in blank by such Grantor, to be held by the Administrative Agent, subject to the terms hereof, as additional collateral security for the Secured Obligations (subject in each case to the limitations in the definition of “Pledged Stock” and “Collateral”). Any sums paid upon or in respect of the Investment Property upon the liquidation or dissolution of any Issuer shall, to the extent constituting Collateral, unless otherwise subject to a perfected security interest in favor of the Administrative Agent, be paid over to the Administrative Agent to be held by it hereunder as additional collateral security for the Secured Obligations, and, in case any distribution of capital shall be made on or in respect of the Investment Property or any property shall be distributed upon or with respect to the Investment Property pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, to the extent constituting Collateral, unless otherwise subject to a perfected security interest in favor of the Administrative Agent, be delivered to the Administrative Agent to be held by it hereunder as additional collateral security for the Secured Obligations. If any sums of money or property constituting Collateral so paid or distributed in respect of such Investment Property shall be received by such Grantor, during the occurrence and continuance of an Event of Default, such Grantor shall, until such money or property is paid or delivered to the Administrative Agent, unless otherwise subject to a perfected security interest in favor of the Administrative Agent, hold such money or property in trust for the Administrative Agent and the other Secured Parties, segregated from other funds of such Grantor, as additional collateral security for the Secured Obligations.

(c) Without the prior written consent of the Administrative Agent, except as permitted by the Credit Agreement, such Grantor will not (i) vote to enable, or take any other action to permit, any Issuer to issue any Capital Stock of any nature or to issue any other securities convertible into or granting the right to purchase or exchange for any Capital Stock of any nature of any Issuer unless the same are issued to any Grantor and promptly delivered to the Administrative Agent as additional collateral for the Secured Obligations, (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Investment Property or Proceeds thereof that constitutes Collateral hereunder, (iii) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, on any of the Investment Property or Proceeds thereof that constitutes Collateral hereunder, or any interest therein, except for the security interests created by this Agreement or (iv) enter into any agreement or undertaking restricting the right or ability of such Grantor or the Administrative Agent to sell, assign or transfer any of the Investment Property or Proceeds thereof that constitutes Collateral hereunder other than pursuant to the Loan Documents.

(d) In the case of any Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Capital Stock issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Agent promptly and in any event within 60 days of any such occurrence (or such longer period as the Administrative Agent shall agree in its sole discretion) in writing of the occurrence of any of the events described in Section 5.7(a) and (b) with respect to the Pledged Collateral issued by it and (iii) the terms of Sections 6.3(c) and 6.7 shall apply to it, *mutatis mutandis*, with respect to all actions that may be required of it pursuant to Section 6.3(c) or 6.7 with respect to the Capital Stock issued by it.

(e) No Grantor that is an Issuer will certificate any limited liability company interests or partnership interests that constitute Pledged Collateral without prior written (electronic to suffice) notice to the Administrative Agent or opt into Article 8 of the UCC without prior written (electronic to suffice) consent of the Administrative Agent.

5.8 Deposit Accounts; Other Investment Accounts.

(a) With respect to any Deposit Account other than Exempt Accounts maintained by any Grantor (other than the English Borrower), such Grantor shall (i) within 60 days after the Closing Date (or such longer period as the Administrative Agent shall agree in its sole discretion) with respect to any Deposit Account maintained by such Grantor on the Closing Date and (ii) promptly (and in any event within sixty (60) days of opening thereof (or such longer period as the Administrative Agent shall agree in its sole discretion)) with respect to any Deposit Account established by any Grantor after the Closing Date, enter into and shall cause the depository institution maintaining such account to enter into a Control Agreement with respect to such Deposit Account;

(b) With respect to any other Investment Account other than Exempt Accounts maintained by any Grantor, such Grantor shall (i) within 60 days after the Closing Date (or such longer period as the Administrative Agent shall agree in its sole discretion) with respect to any such Investment Account maintained by any Grantor on the Closing Date and (ii) promptly (and in any event within sixty (60) days of opening thereof (or such longer period as the Administrative Agent shall agree in its sole discretion)) with respect to any such Investment Account established by any Grantor after the Closing Date, cause the securities intermediary or commodities intermediary, as applicable, with respect to such Investment Account to enter into a Control Agreement with respect to such Investment Account pursuant to which such securities intermediary or commodities intermediary, as applicable, shall agree to comply with the Administrative Agent's "entitlement orders" without further consent by such Grantor, as requested by the Administrative Agent;

(c) The Administrative Agent agrees that it will only communicate "entitlement orders", "instructions", "notice of control" or similar communications with respect to the Deposit Accounts and Securities Accounts of the Grantors after the occurrence and during the continuance of an Event of Default; and

(d) Notwithstanding the foregoing, Grantors shall not be required to enter into account control or similar agreements for Exempt Accounts.

5.9 Intellectual Property.

(a) Such Grantor will (i) continue to use each material Trademark in order to maintain such material Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under each such material Trademark, (iii) use each such material Trademark with the appropriate notice of registration and all other notices and legends required by applicable Requirements of Law, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of any such material Trademark unless the Administrative Agent, for the benefit of the Secured Parties, shall obtain, to the extent available, a perfected security interest in such mark pursuant to this Agreement, and (v) not do any act or knowingly omit to do any act whereby any such material Trademark may become invalidated or impaired in any way; except, in each case of the foregoing, if such Grantor has determined, in its reasonable business judgment, that such Trademark is no longer desirable in the conduct of its business and disposition thereof would be permitted under the Credit Agreement.

(b) Such Grantor (either itself or through licensees) will not do any act, or omit to do any act, whereby any material Patent owned by such Grantor may become forfeited, abandoned or dedicated

to the public; except if such Grantor has determined, in its reasonable business judgment, that such Patent is no longer desirable in the conduct of its business and disposition thereof would be permitted under the Credit Agreement.

(c) Such Grantor (either itself or through licensees) will not do any act or knowingly omit to do any act whereby (a) any such material Copyrights of such Grantor may become invalidated or otherwise impaired, or (b) any material portion of the Copyrights of such Grantor may fall into the public domain; except, in each case of the foregoing, if such Grantor has determined, in its reasonable business judgment, that such Copyright is no longer desirable in the conduct of its business and disposition thereof would be permitted under the Credit Agreement.

(d) Such Grantor will not do any act that knowingly infringes the intellectual property rights of any other Person in any material respect.

(e) Such Grantor will notify the Administrative Agent promptly if it knows that any application or registration relating to any material Intellectual Property of such Grantor may become forfeited, abandoned or dedicated to the public (other than due to such Grantor's sole election in the application of its reasonable business judgment in the ordinary course of business), or of any material adverse determination (including the institution of, or any such determination in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office, but excluding any routine office actions in the course of prosecution of any applications to register Intellectual Property) regarding such Grantor's ownership of, or the validity of, any material Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(f) Such Grantor shall (i) require all employees, consultants, and contractors of each Grantor who are involved in the creation or development of material Intellectual Property to sign agreements containing assignment of Intellectual Property rights to such Grantor and obligations of confidentiality and (ii) take other commercially reasonable measures to maintain the confidentiality and value of all material confidential information and trade secrets used or held for use in the operation of the business of such Grantor.

(g) Subject to such Grantor's sole discretion in the application of its reasonable business judgment in the ordinary course of business, such Grantor will use commercially reasonable efforts to take all reasonable and necessary steps, including in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each material application (and to obtain the relevant registration) and to maintain each registration of the material Intellectual Property owned by such Grantor, including filing of applications for renewal, affidavits of use and affidavits of incontestability.

(h) In the event that any Grantor becomes aware that material Intellectual Property owned by such Grantor is infringed, misappropriated or diluted by a third party, such Grantor shall take such commercially reasonable actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property.

(i) Such Grantor shall take such commercially reasonable actions as such Grantor determines are appropriate in its reasonable business judgment to protect the confidentiality of its confidential information and trade secrets, including protecting the secrecy and confidentiality of the source code of any and all software programs and applications to which it is the owner, and such Grantor shall not use any open source software (including, without limitation, any software licensed under the GNU GPL, GNU LGPL, or GNU Affero GPL licenses) in a way that could require the licensing of any proprietary software of such Grantor to the public or at low or no cost, except to the extent such Grantor using its reasonable business judgment elects to license such software as open source.

5.10 Receivables. Other than in the ordinary course of business consistent with its past practice or as permitted by the Credit Agreement, such Grantor will not (a) grant any extension of the time of payment of any Receivable, (b) compromise or settle any Receivable for less than the full amount thereof, (c) release, wholly or partially, any Person liable for the payment of any Receivable, (d) allow any credit or discount whatsoever on any Receivable or (e) amend, supplement or modify any Receivable in any manner that could materially and adversely affect the value thereof.

5.11 [Reserved].

5.12 Commercial Tort Claims. If such Grantor shall at any time hold or acquire any Commercial Tort Claims with a potential value in excess of \$250,000 in the aggregate, such Grantor will within sixty (60) days of any such claim being filed (or such longer period as the Administrative Agent may agree to in its sole discretion) deliver to the Administrative Agent a supplement to Schedule 7.

SECTION 6. REMEDIAL PROVISIONS

Each Grantor covenants and agrees with the Administrative Agent and the other Secured Parties that, from and after the date of this Agreement until the Discharge of Obligations:

6.1 Certain Matters Relating to Receivables.

(a) Each Grantor shall be permitted to collect such Grantor's Receivables; provided, that the Administrative Agent may curtail or terminate said authority, upon prior written notice to Borrowers, at any time after the occurrence and during the continuance of an Event of Default. If required by the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Receivables, when collected by any Grantor, (i) shall be forthwith (and, in any event, within three (3) Business Days) deposited by such Grantor (duly indorsed by such Grantor to the Administrative Agent if required by the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default) in a collateral account maintained under the sole dominion and control of the Administrative Agent (a "*Collateral Account*"), subject to withdrawal by the Administrative Agent for the account of the Secured Parties only as provided in Section 6.5, and (ii) until so turned over after the occurrence and during the continuance of an Event of Default, shall be held by such Grantor in trust for the Administrative Agent and the other Secured Parties, segregated from other funds of such Grantor. After the occurrence and during the continuance of an Event of Default, each such deposit of Proceeds of Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(b) At the Administrative Agent's request, after the occurrence and during the continuance of an Event of Default, each Grantor shall deliver to the Administrative Agent all original (to the extent reasonably available) and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables, including all orders, invoices and shipping receipts.

6.2 Communications with Obligors; Grantors Remain Liable.

(a) The Administrative Agent in its own name or in the name of others may at any time after the occurrence and during the continuance of an Event of Default, upon two (2) Business Days' prior written notice to Borrowers, communicate with obligors under the Receivables to verify with them to the Administrative Agent's reasonable satisfaction the existence, amount and terms of any Receivables.

(b) Upon the request of the Administrative Agent, at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify obligors on the Receivables that

the Receivables have been assigned to the Administrative Agent for the benefit of the Secured Parties and that payments in respect thereof shall be made directly to the Administrative Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Receivables to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the Administrative Agent nor any other Secured Party shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Administrative Agent or any Lender of any payment relating thereto, nor shall the Administrative Agent nor any other Secured Party be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6.3 Investment Property.

(a) Unless an Event of Default shall have occurred and be continuing and the Administrative Agent shall have given written notice to the relevant Grantor of the Administrative Agent's intent to exercise its corresponding rights pursuant to Section 6.3(b), each Grantor shall be permitted to receive all dividends paid in respect of the Pledged Stock and all payments made in respect of the Pledged Notes to the extent not prohibited by the Loan Documents, and to exercise all voting and corporate or other organizational rights with respect to the Investment Property of such Grantor.

(b) If an Event of Default shall occur and be continuing and the Administrative Agent shall have given written notice of its intent to exercise such rights to the relevant Grantor or Grantors, (i) the Administrative Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Investment Property (including the Pledged Collateral), to the extent constituting Collateral of any or all of the Grantors and make application thereof to the Secured Obligations in the order set forth in Section 6.5, and (ii) any and all of such Investment Property constituting Collateral shall be registered in the name of the Administrative Agent or its nominee (without any requirement for Administrative Agent or such nominee to take title to such Investment Property), and the Administrative Agent or its nominee (without any requirement for Administrative Agent or such nominee to take title to such Investment Property) may thereafter exercise (x) all voting, corporate and other rights pertaining to such Investment Property at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Investment Property as if it were the absolute owner thereof (including the right to exchange at its discretion any and all of any such Investment Property upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate or other organizational structure of any Issuer, or upon the exercise by any Grantor or the Administrative Agent of any right, privilege or option pertaining to such Investment Property, and in connection therewith, the right to deposit and deliver any and all of such Investment Property with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Administrative Agent may determine), all without liability except to account for property actually received by it, but the Administrative Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Pledged Stock or Pledged Notes pledged by such Grantor hereunder, and each such Issuer that is a Grantor hereby agrees, to (i) comply with any instruction received by it from the Administrative Agent in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this

Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying, (ii) unless otherwise expressly permitted hereby, subsequent to receipt of any instruction pursuant to clause (i) above, pay any dividends or other payments with respect to the Pledged Stock or, as applicable, the Pledged Notes directly to the Administrative Agent and (iii) subsequent to receipt of any instruction pursuant to clause (i), disregard any and all attempts by such Grantor to exercise any of the Pledged Stock Related Rights with respect to the Pledged Collateral of such Grantor issued by such Issuer and instead recognize, accept and allow any and all exercises of such Pledged Stock Related Rights by the Administrative Agent or its nominee; provided that the Administrative Agent shall not deliver any such instructions unless an Event of Default has occurred and is continuing.

(d) Subject to Sections 6.3(a) and (b), if an Event of Default shall have occurred and be continuing, the Administrative Agent may, in its sole discretion, cause all or any part of the Collateral held by it to be transferred into its name or the name of its nominee or nominees.

(e) For the avoidance of doubt and subject to in each case to the limitations in the definition of “Collateral”, the Pledged Collateral consisting of the Capital Stock of any Issuer shall include in each case all of the following rights relating to such Capital Stock, whether arising under the organizational/governance documents of such Issuer or under the applicable laws of such Issuer’s jurisdiction of organization relating to the formation, existence and governance of corporations, limited or unlimited liability companies, partnerships or business trusts or other legal entities, as the case may be (all of the following rights as to any Capital Stock of any Issuer, the “**Pledged Stock Related Rights**”): (i) all economic rights (including all rights to receive dividends and distributions) relating to such Capital Stock; (ii) all voting rights and rights to consent to any particular action(s) by such Issuer; (iii) all management rights with respect to such Issuer; (iv) in the case of any Capital Stock consisting of a general partner interest in a partnership, all powers and rights as a general partner with respect to the management, operations and control of the business and affairs of such Issuer; (v) in the case of any Capital Stock consisting of the membership/limited liability company interests of a managing member in a limited liability company, all powers and rights as a managing member with respect to the management, operations and control of the business and affairs of such Issuer; (vi) all rights to designate or appoint or vote for or remove any officers, directors, manager(s), general partner(s) or managing member(s) of such Issuer and/or any members of any board of members/managers/partners/directors that may at any time have any rights to manage and direct the business and affairs of such Issuer under its organizational/governance documents as in effect from time to time or under applicable laws; (vii) all rights to amend the organizational/governance documents of such Issuer; (viii) in the case of any Capital Stock in a partnership or limited liability company, the status of the applicable Grantor pledging such Capital Stock as a “partner”, general or limited, or “member” (as applicable) under the applicable organizational/governance documents and/or applicable laws; and (ix) all certificates, if any, evidencing such Capital Stock.

6.4 Proceeds to be Turned Over To Administrative Agent. In addition to the rights of the Administrative Agent and the other Secured Parties specified in Section 6.1 with respect to payments of Receivables, if an Event of Default shall occur and be continuing and as requested in writing by the Administrative Agent, all Proceeds received by any Grantor consisting of cash, checks, Cash Equivalents and other near-cash items shall be held by such Grantor in trust for the Administrative Agent and the other Secured Parties, segregated from other funds of such Grantor, and upon the request of the Administrative Agent, shall, forthwith upon receipt by such Grantor, be turned over to the Administrative Agent (duly indorsed by such Grantor to the Administrative Agent, if requested and required). All Proceeds received by the Administrative Agent hereunder shall be held by the Administrative Agent in a Collateral Account over which it maintains control, within the meaning of the UCC. All Proceeds while held by the Administrative Agent in a Collateral Account (or by such Grantor in trust for the Administrative Agent and the other Secured Parties) shall continue to be held as collateral security for all the Secured Obligations and shall not constitute payment thereof until applied as provided in Section 6.5.

6.5 Application of Proceeds. If an Event of Default shall have occurred and be continuing, at any time at the Administrative Agent's election, the Administrative Agent may apply all or any part of Proceeds constituting Collateral, whether or not held in any Collateral Account, in payment of the Secured Obligations in accordance with Section 8.3 of the Credit Agreement.

6.6 Code and Other Remedies. If an Event of Default shall occur and be continuing, the Administrative Agent, on behalf of the Secured Parties, may exercise, upon prior written notice thereof to Borrowers, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a secured party under the UCC or any other applicable law. Without limiting the generality of the foregoing, if an Event of Default shall occur and be continuing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived to the fullest extent permitted by applicable law), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent or any other Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent or any other Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. Each Grantor further agrees, if an Event of Default shall occur and be continuing, at the Administrative Agent's request, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Administrative Agent shall apply the net proceeds of any action taken by it pursuant to this Section 6.6, in accordance with the provisions of Section 6.5, only after deducting all reasonable out-of-pocket costs and expenses incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Administrative Agent and the other Secured Parties hereunder, including reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Secured Obligations, in such order as is contemplated by Section 8.3 of the Credit Agreement, and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, including Section 9-615(a)(3) of the UCC, but only to the extent of the surplus, if any, owing to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Administrative Agent or any other Secured Party arising out of the exercise by any of them of any rights hereunder, except for claims that are found by a final nonappealable decision of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Administrative Agent or such Secured Party or their respective agents. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale or other disposition. The Administrative Agent may, in addition to other rights and remedies provided for herein, in the other Loan Documents, or otherwise available to it under applicable law and without the requirement of notice to or upon any Grantor or any other Person (which notice is hereby expressly waived to the maximum extent permitted by the UCC or any other applicable law), (i) with respect to any Grantor's Deposit Accounts in which Administrative Agent's Liens are perfected by control under Section 9-104 of the UCC, instruct the bank maintaining such Deposit Account for the applicable Grantor to pay the balance of such Deposit Account to or for the benefit of Administrative Agent, and (ii) with respect to any Grantor's Securities Accounts in which Agent's Liens are perfected by control under Section 9-106 of the UCC, instruct the securities intermediary maintaining such Securities Account for the applicable Grantor to (A) transfer any cash in such Securities Account to

or for the benefit of Administrative Agent, or (B) liquidate any financial assets in such Securities Account that are customarily sold on a recognized market and transfer the cash proceeds thereof to or for the benefit of Administrative Agent. Each Grantor hereby acknowledges that the Secured Obligations arise out of a commercial transaction, and agrees that if an Event of Default shall occur and be continuing Administrative Agent shall have the right to an immediate writ of possession without notice of a hearing. Administrative Agent shall have the right to the appointment of a receiver for the properties and assets of each Grantor, and each Grantor hereby consents to such rights and such appointment and hereby waives any objection such Grantor may have thereto or the right to have a bond or other security posted by Administrative Agent.

6.7 Registration Rights.

(a) If the Administrative Agent shall determine to exercise its right to sell any or all of the Pledged Stock pursuant to Section 6.6, and if in the opinion of the Administrative Agent it is necessary or advisable to have the Pledged Stock, or that portion thereof to be sold, registered under the provisions of the Securities Act, the relevant Grantor will cause the Issuer thereof to (i) execute and deliver, and cause the directors and officers of such Issuer to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts as may be, in the opinion of the Administrative Agent, necessary or advisable to register the Pledged Stock, or that portion thereof to be sold, under the provisions of the Securities Act, (ii) use its best efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of one year from the date of the first public offering of the Pledged Stock, or that portion thereof to be sold, and (iii) make all amendments thereto and/or to the related prospectus which, in the opinion of the Administrative Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto. Each Grantor agrees to cause such Issuer to comply with the provisions of the securities or "Blue Sky" laws of any and all jurisdictions which the Administrative Agent shall designate and to make available to its security holders, as soon as practicable, an earnings statement (which need not be audited) which will satisfy the provisions of Section 11(a) of the Securities Act.

(b) Each Grantor recognizes that, if the Administrative Agent shall determine to exercise its rights to sell any or all of the Pledged Stock pursuant to Section 6.6, the Administrative Agent may be unable to effect a public sale of any or all the Pledged Stock, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged 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 and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. Subject to its compliance with state securities laws applicable to private sales, the Administrative Agent shall be under no obligation to delay a sale of any of the Pledged Stock for the period of time necessary to permit the Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(c) Each Grantor agrees to use its best efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Stock pursuant to this Section 6.7 valid and binding and in compliance with any applicable Requirement of Law. Each Grantor further agrees that a breach of any of the covenants contained in this Section 6.7 will cause irreparable injury to the Administrative Agent and the other Secured Parties, that the Administrative Agent and the other Secured Parties have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 6.7 shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred under the Credit Agreement.

6.8 Intellectual Property License. Solely for the purpose of enabling the Administrative Agent to exercise rights and remedies under this Section 6 and at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies following the occurrence and during the continuation of an Event of Default, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, an irrevocable (during the term of this Agreement), non-exclusive, worldwide license (exercisable without payment of royalty or other compensation to such Grantor), subject, in the case of Trademarks, to sufficient rights to quality control and inspection in favor of such Grantor to avoid the risk of invalidation of said Trademarks, to use, operate under, license, or sublicense any Intellectual Property now owned or licensed or hereafter acquired or licensed by the Grantors.

6.9 Deficiency. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Secured Obligations (including, for the avoidance of doubt, any fees and disbursements of any attorneys employed by the Administrative Agent or any other Secured Party to collect such deficiency to the extent required to be reimbursed pursuant to Section 10.5 of the Credit Agreement; provided that for purposes of this parenthetical, Section 10.5 of the Credit Agreement shall be deemed to apply to all Grantors).

6.10 Remedies Cumulative. Each right, power, and remedy of Administrative Agent, any Lender as provided for in this Agreement or the other Loan Documents now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or the other Loan Documents or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Administrative Agent or any Lender of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by Administrative Agent or such Lender of any or all such other rights, powers, or remedies.

SECTION 7. THE ADMINISTRATIVE AGENT

Each Grantor covenants and agrees with the Administrative Agent and the other Secured Parties that:

7.1 Administrative Agent's Appointment as Attorney-in-Fact, etc.

(a) Each Grantor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, upon the occurrence and during the continuation of an Event of Default, with respect to which the Administrative Agent is permitted to exercise remedies pursuant to Section 8.2 of the Credit Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, upon the occurrence and during the continuation of an Event of Default, and, without limiting the generality of the foregoing, each Grantor hereby gives the Administrative Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor (except as required hereunder or by the other Loan Documents), to do any or all of the following upon the occurrence and during the continuation of an Event of Default:

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys due under any Receivable or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Administrative Agent may request to evidence the Administrative Agent's and the other Secured Parties' security interest in such Intellectual Property, and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens (except to the extent expressly provided otherwise under the terms of the Credit Agreement) levied or placed on or threatened in writing against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 6.6 or 6.7, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (A) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (B) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (C) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (D) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (E) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (F) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Administrative Agent may deem appropriate; (G) assign any Copyright, Patent or Trademark included in the Collateral (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine; and (H) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and do, at the Administrative Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Administrative Agent deems reasonably necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's and the other Secured Parties' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Anything in this Section 7.1(a) to the contrary notwithstanding, the Administrative Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 7.1(a) unless an Event of Default shall have occurred and be continuing.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein and such failure results in an Event of Default that is continuing, the Administrative Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) To the fullest extent permitted by applicable law, each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue of, and in accordance with the terms, hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

7.2 PROXY. EACH GRANTOR HEREBY IRREVOCABLY (SOLELY UNTIL PAYMENT IN FULL OF THE OBLIGATIONS (OTHER THAN CONTINGENT INDEMNIFICATION OBLIGATIONS) AND THE TERMINATION OF THE COMMITMENTS (OR ANY REFINANCING THEREOF)) CONSTITUTES AND APPOINTS THE ADMINISTRATIVE AGENT AS ITS PROXY AND ATTORNEY-IN-FACT (AS SET FORTH IN SECTION 7.1 ABOVE AND SUBJECT TO THE TERMS OF THIS AGREEMENT) WITH RESPECT TO THE PLEDGED COLLATERAL, INCLUDING THE RIGHT TO VOTE SUCH PLEDGED COLLATERAL, WITH FULL POWER OF SUBSTITUTION TO DO SO, WHICH SHALL BE EXERCISABLE ONLY UPON THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT, WITH RESPECT TO WHICH THE ADMINISTRATIVE AGENT IS PERMITTED TO EXERCISE REMEDIES PURSUANT TO SECTION 8.2 OF THE CREDIT AGREEMENT AND UPON PRIOR WRITTEN NOTICE TO THE GRANTORS. ONLY UPON THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT, WITH RESPECT TO WHICH THE ADMINISTRATIVE AGENT IS PERMITTED TO EXERCISE REMEDIES PURSUANT TO SECTION 8.2 OF THE CREDIT AGREEMENT AND UPON PRIOR WRITTEN NOTICE TO THE GRANTORS, IN ADDITION TO THE RIGHT TO VOTE ANY SUCH PLEDGED COLLATERAL, THE APPOINTMENT OF THE AGENT AS PROXY AND ATTORNEY-IN-FACT SHALL INCLUDE THE RIGHT TO EXERCISE ALL OTHER RIGHTS, POWERS, PRIVILEGES AND REMEDIES TO WHICH A HOLDER OF SUCH PLEDGED COLLATERAL WOULD BE ENTITLED (INCLUDING GIVING OR WITHHOLDING WRITTEN CONSENTS OF SHAREHOLDERS, CALLING SPECIAL MEETINGS OF SHAREHOLDERS AND VOTING AT SUCH MEETINGS). UPON THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT, WITH RESPECT TO WHICH THE ADMINISTRATIVE AGENT IS PERMITTED TO EXERCISE REMEDIES PURSUANT TO SECTION 8.2 OF THE CREDIT AGREEMENT AND SUBJECT TO PRIOR WRITTEN NOTICE TO THE GRANTORS, SUCH PROXY SHALL BE EFFECTIVE, AUTOMATICALLY AND WITHOUT THE NECESSITY OF ANY ACTION (INCLUDING ANY TRANSFER OF ANY SUCH PLEDGED COLLATERAL ON THE RECORD BOOKS OF THE ISSUER THEREOF) BY ANY PERSON (INCLUDING THE ISSUER OF SUCH PLEDGED COLLATERAL OR ANY OFFICER OR AGENT THEREOF).

7.3 Duty of Administrative Agent. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. Neither the Administrative Agent, any other Secured Party nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Administrative Agent and the other Secured Parties hereunder are solely to protect the Administrative Agent's and the other Secured Parties' interests in the Collateral and shall not impose any duty upon the Administrative Agent or any other Secured Party to exercise any such powers. The Administrative Agent and the other Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct or their breach of this Agreement.

7.4 Authorization to File Financing Statements. Pursuant to any applicable law, each Grantor authorizes the Administrative Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of such Grantor in such form and in such offices as the Administrative Agent reasonably determines appropriate to perfect the security interests of the Administrative Agent under this Agreement. Each Grantor authorizes the Administrative

Agent to use the collateral description “all assets, whether now owned or hereafter acquired” or any other similar collateral description in any such financing statements. Each Grantor hereby ratifies and authorizes the filing by the Administrative Agent of any financing statement with respect to the Collateral made prior to the date hereof.

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

7.6 Marshaling. Administrative Agent shall not be required to marshal any present or future collateral security (including but not limited to 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 its rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, each Grantor hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of Administrative Agent’s rights and remedies 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 8. MISCELLANEOUS

8.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement.

8.2 Notices. All notices, requests and demands to or upon the Administrative Agent or any Grantor hereunder shall be effected in the manner provided for in Section 10.2 of the Credit Agreement; provided that any such notice, request or demand to or upon any Guarantor shall be addressed to such Guarantor at its notice address set forth on Schedule 1.

8.3 No Waiver by Course of Conduct; Cumulative Remedies. Neither the Administrative Agent nor any other Secured Party shall by any act (except by a written instrument pursuant to Section 8.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default, as applicable. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any other Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent or any other Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent or such other Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

8.4 Enforcement Expenses; Indemnification.

(a) Each Guarantor agrees to pay the Administrative Agent, and to save the Administrative Agent and each other Secured Party harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever (collectively, the “*Indemnified Liabilities*”) with respect to the execution, delivery, enforcement, performance and administration of this Agreement to the extent Borrowers would be required to do so pursuant to Section 10.5 of the Credit Agreement, except to the extent any such Indemnified Liabilities result from the applicable Secured Party’s own gross negligence or willful misconduct as determined by the final nonappealable judgment of a court of competent jurisdiction.

(b) Each Guarantor agrees to pay or reimburse the Agent and each other Secured Party for all its reasonable and documented out-of-pocket costs and expenses incurred in collecting against such Guarantor under the guaranty contained in Section 2 of this Agreement or otherwise enforcing or preserving any rights under this Agreement and the other Loan Documents to which such Guarantor is a party, including, without limitation, the fees and disbursements of counsel to the Agent and of counsel to each other Secured Party, in each case, to the extent Borrowers would be required to do so pursuant to Section 10.5 of the Credit Agreement.

(c) Each Guarantor agrees to pay, and to save the Agent and each other Secured Party harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all Other Taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement to the extent Borrowers would be required to do so pursuant Section 2.19 or Section 10.5 of the Credit Agreement.

(d) The agreements in this Section 8.4 shall survive repayment of the Secured Obligations and any other amounts payable under the Credit Agreement and the other Loan Documents.

8.5 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Administrative Agent and each other Secured Party and their respective permitted successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent.

8.6 Set-Off. Each Grantor hereby irrevocably authorizes the Administrative Agent and each other Secured Party and any Affiliate thereof at any time and from time to time after the occurrence and during the continuance of an Event of Default, without notice to such Grantor or any other Grantor, any such notice being expressly waived by each Grantor, to setoff and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Administrative Agent or such Secured Party or such Affiliate to or for the credit or the account of such Grantor, or any part thereof in such amounts as the Administrative Agent or such Secured Party may elect, against and on account of the Secured Obligations and liabilities of such Grantor to the Administrative Agent or such Secured Party hereunder and under the other Loan Documents and claims of every nature and description of the Administrative Agent or such Secured Party against such Grantor, in any currency, whether arising hereunder, under the Credit Agreement, any other Loan Document or otherwise, as the Administrative Agent or such Secured Party may elect, whether or not the Administrative Agent or any other Secured Party has made any demand for payment and although such obligations, liabilities and claims may be contingent or unmatured. The rights of the Administrative Agent and each other Secured Party under this Section 8.6 are in addition to other rights and remedies (including other rights of set-off) which the Administrative Agent or such other Secured Party may have.

8.7 Counterparts. Section 10.9 (*Counterparts*) of the Credit Agreement is hereby incorporated by reference *mutatis mutandis*.

8.8 Severability. Section 10.10 (*Severability*) of the Credit Agreement is hereby incorporated by reference *mutatis mutandis*.

8.9 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

8.10 Integration. Section 10.11 (*Integration*) of the Credit Agreement is hereby incorporated by reference *mutatis mutandis*.

8.11 **GOVERNING LAW. SECTION 10.12 (GOVERNING LAW) OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE *MUTATIS MUTANDIS*.**

8.12 **SUBMISSION TO JURISDICTION; WAIVERS. SECTION 10.13 (SUBMISSION TO JURISDICTION; WAIVERS) OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE *MUTATIS MUTANDIS*.**

8.13 Acknowledgements. Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) neither the Administrative Agent nor any other Secured Party has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the Administrative Agent and the other Secured Parties, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among any of the Secured Parties or among the Grantors and any of the Secured Parties.

8.14 Additional Grantors.

(a) Each Grantor party to this Agreement who is not also signatory to the Credit Agreement hereby represents, warrants and covenants to Agent and the Lenders as follows: (a) each Grantor hereby makes to Agent and the Lenders each of the representations and warranties, as of the date hereof (except to the extent any such representation or warranty expressly relates to an earlier date, in which case such representation and warranty is made as of such earlier date), set forth in the Credit Agreement applicable to the Loan Parties fully as though such Grantor was signatory thereto as a Loan Party, and such representations and warranties are incorporated herein by this reference, *mutatis mutandis*, (b) each Grantor shall do each of the things set forth in the Credit Agreement that a Loan Party agrees and covenants to do or cause its Subsidiaries to do, and not do each of the things set forth in the Credit Agreement that a Loan Party agrees and covenants not to do or to prevent its Subsidiaries from doing, in each case, fully as though such Grantor was signatory thereto as a Loan Party, and such agreements and covenants are incorporated herein by this reference, *mutatis mutandis* and (c) each Grantor agrees to be bound by each other provision of the Credit Agreement applicable to the Loan Parties fully as though such Grantor as signatory thereto as a Loan Party and such provisions are incorporated herein by this reference, *mutatis mutandis*.

(b) Each Subsidiary of a Grantor that is required to become a party to this Agreement pursuant to Section 6.12 of the Credit Agreement shall become a Grantor for all purposes of this Agreement upon execution and delivery by such Subsidiary of an Assumption Agreement in the form of Annex 1 hereto.

8.15 Releases.

(a) Upon the Discharge of Obligations, the Collateral shall be released from the Liens in favor of the Administrative Agent and the other Secured Parties created hereby, this Agreement shall terminate with respect to the Administrative Agent and the other Secured Parties, and all obligations (other than those expressly stated to survive such termination) of each Grantor to the Administrative Agent or any other Secured Party hereunder shall terminate, all without delivery of any instrument or performance of any act by any party. Following such termination, the Administrative Agent, at the sole expense of the Grantors, shall deliver to the Grantors any original possessory collateral held by the Administrative Agent hereunder. At the sole expense of any Grantor following any such termination, the Administrative Agent shall deliver such documents as such Grantor shall reasonably request to evidence such termination.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement, then the Liens on such Collateral created hereunder shall be immediately and automatically released, the Administrative Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral, as applicable. A Guarantor shall be immediately and automatically released from its obligations hereunder in the event that all the Capital Stock of such Guarantor shall be sold, transferred or otherwise disposed of to a Person other than a Loan Party in a transaction permitted by the Credit Agreement; provided that Borrowers shall have delivered to the Agent, at least five (5) Business Days, or such shorter period as the Agent may agree, prior to the date of the proposed release, a written request for release identifying the relevant Guarantor.

8.16 [Reserved].

8.17 Reinstatement. Each Guarantor agrees that the guarantee contained in Section 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Secured Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any other Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, any Borrower or any such Guarantor or any substantial part of its respective property, or otherwise, all as though such payments had not been made. Each Grantor agrees that, if any payment made by any Grantor or other Person and applied to the Secured Obligations is at any time annulled, avoided, set, aside, rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be refunded or repaid, or the proceeds of any Collateral are required to be returned by Administrative Agent or Lenders to such Grantor, its estate, trustee, receiver or any other party, including any Grantor, under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or repayment, any Lien or other Collateral securing such liability shall be and remain in full force and effect, as fully as if such payment had never been made. If, prior to any of the foregoing, any Lien or other Collateral securing such Grantor's liability hereunder shall have been released or terminated by virtue of Section 8.15(a), such Lien, other Collateral or provision shall be reinstated in full force and effect and such prior release, termination, cancellation or surrender shall not diminish, release, discharge, impair or otherwise affect the obligations of any such Grantor in respect of any Lien or other Collateral securing such obligation or the amount of such payment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Guarantee and Collateral Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

IKON SCIENCE AMERICAS, INC., a Texas corporation

By: 

Name: Mark Bashforth

Title: Chief Executive Officer

PERIGON DATA SOLUTIONS INC., a Delaware corporation

By: 

Name: Mark Bashforth

Title: Chief Executive Officer

IKON SCIENCE LIMITED, a private limited liability company registered in England and Wales

By: 

Name: Mark Anthony Bashforth

Title: Director

ADMINISTRATIVE AGENT:

HERCULES CAPITAL, INC.

By: 

Name: Jennifer Choe

Title: Assistant General Counsel

Schedule 1

Notice Addresses

Guarantor	Address
Ikon Science Americas, Inc.	Ikon Science Americas, Inc. 12140 Wickchester Lane, #400 Houston, TX 77079 Attention: Tim Alguire, Chief Financial Officer Telephone: (713) 914-0300 ext. 230 E-mail: talguire@ikonscience.com
Ikon Science Limited	Ikon Science Limited c/o Ikon Science Americas, Inc. 12140 Wickchester Lane, #400 Houston, TX 77079 Attention: Tim Alguire, Chief Financial Officer Telephone: (713) 914-0300 ext. 230 E-mail: talguire@ikonscience.com
Perigon Data Solutions Inc.	Perigon Data Solutions Inc. c/o Ikon Science Americas, Inc. 12140 Wickchester Lane, #400 Houston, TX 77079 Attention: Tim Alguire, Chief Financial Officer Telephone: (713) 914-0300 ext. 230 E-mail: talguire@ikonscience.com

Schedule 2

Investment Property

Pledged Stock:

Grantor	Issuer	Class of Capital Stock	Certificate No.	No. or Percentage of Shares / Units
Ikon Science Limited	Ikon Science Americas, Inc.	Common	1	1,000
Ikon Science Limited	Ikon Science Asia Pacific Pty Ltd	Ordinary shares	1	2
Ikon Science Limited	Ikon Science do Brasil Limitada	N/A	N/A	N/A
Ikon Science Limited	Ikon Science Canada Limited	Common	A-1	100
Ikon Science Limited	Ikon Science Innovation Limited	Ordinary shares	1	100
Ikon Science Limited	Ikon Science Malaysia Sdn. Bhd.	Ordinary shares	002	99
		Ordinary shares	003	1
		Ordinary shares	004	499,900
Ikon Science Limited	Ikon Science Singapore Pte. Ltd.	Ordinary shares	1	1
Ikon Science Limited	Ikon Science do Brasil Limitada	N/A	N/A	95% ¹
Ikon Science Americas, Inc.	Ikon Science do Brasil Limitada	N/A	N/A	5% ²
Ikon Science Limited	Perigon Solutions Holdings Limited ³	N/A	N/A	100%

Pledged Notes:

None.

¹ Ikon Science Limited owns 95% of the Capital Stock of Ikon Science do Brasil Limitada (“Ikon Brasil”). The Loan Parties do not possess share certificates for Ikon Brasil.

² Ikon Science Limited owns 5% of the Capital Stock of Ikon Science do Brasil Limitada.

³ It is unknown whether the shares of Perigon Solutions Holdings Limited (“Perigon Holdings”) are certificated. Ikon does not have record of receiving share certificates in connection with the acquisition of Perigon Holdings and its subsidiaries. The Perigon Entities will be consolidated in due course pursuant to the Perigon Reorganization in accordance with the terms of the Credit Agreement.

Deposit Accounts:

Grantor	Name of Institutions	Branch Address	Account Number
Ikon Science Limited	HSBC		
Ikon Science Limited	HSBC		
Ikon Science Limited	HSBC		
Ikon Science Limited	HSBC		
Ikon Science Limited	HSBC		
Ikon Science Limited	National Westminster Bank Plc		
Ikon Science Limited	National Westminster Bank Plc		
Ikon Science Limited	National Westminster Bank Plc		
Ikon Science Limited	National Westminster Bank Plc		
Ikon Science Limited	National Westminster Bank Plc		
Ikon Science Limited	National Westminster Bank Plc		
Ikon Science Innovation Limited	HSBC		
Ikon Science Americas, Inc.	Comerica Bank		
Ikon Science Americas, Inc.	HSBC Bank USA NA		
Perigon Data Solutions Inc.	Bank of America, N.A.		

Schedule 3

Perfection Matters

Uniform Commercial Code Filings

Grantor	Filing Jurisdiction
Ikon Science Americas, Inc.	Texas
Ikon Science Limited	District of Columbia
Perigon Data Solutions Inc.	Delaware

U.S. Copyright, Patent and Trademark Filings

Grantor	Filing Jurisdiction
Ikon Science Americas, Inc.	United States Patent and Trademark Office
Ikon Science Limited	United States Patent and Trademark Office

Schedule 4

Jurisdictions of Organization and Chief Executive Offices, etc.

Grantor	Jurisdiction of Organization	Organizational Identification Number	Location of Chief Executive Office	Location of Books
Ikon Science Americas, Inc.	Texas, United States	800966800	12140 Wickchester Lane, #400 Houston, TX 77079	12140 Wickchester Lane, #400 Houston, TX 77079
Ikon Science Limited	England and Wales	4168293	1st Floor, 1 The Crescent, Surbiton, Surrey KT6 4BN	1st Floor, 1 The Crescent, Surbiton, Surrey KT6 4BN
Perigon Data Solutions Inc.	Delaware, United States	4932464	12140 Wickchester Lane, #400 Houston, TX 77079	12140 Wickchester Lane, #400 Houston, TX 77079

Schedule 5

Equipment and Inventory Locations

Grantor	Locations
Ikon Science Americas, Inc.	12140 Wickchester Ln #400 Houston, TX 77079
Ikon Science Limited	1st Floor, 1 The Crescent, Surbiton, Surrey KT6 4BN
Perigon Data Solutions Inc.	12140 Wickchester Ln #400 Houston, TX 77079 Davidson House, Campus 1, Balgownie Road, Aberdeen AB22 8GT (material servers)

Schedule 6

Intellectual Property

Trademark Registrations and Applications

Mark	Country	Class	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
FAULT X	US	9 42	76438911 06-AUG-2002	3009904 01-NOV-2005	IKON SCIENCE LIMITED (UNITED KINGDOM)	Renewed (Registered) Section 44(D)
ROKDO C	US	9 42	76438912 06-AUG-2002	3030997 20-DEC-2005	IKON SCIENCE LIMITED (UNITED KINGDOM)	Renewed (Registered) Section 44(D)
JI-FI	US	9 42	86347920 27-FEB-2015	4930575 05-APR-2016	IKON SCIENCE LTD (UNITED KINGDOM)	Registered

Patent Registrations and Applications

Patent No./ Publication No./ Application No.	Issue Date/ Pub. Date/ App. Date	Country/ Territory	Title	Owner	Status
20180128091 15836018	10-MAY-2018 08-DEC-2017	US	METHOD AND APPARATUS FOR RESERVOIR ANALYSIS AND FRACTURE DESIGN IN A ROCK LAYER	IKON SCIENCE LIMITED IKON SCIENCE INNOVATION LIMITED GEOSPHERE LIMITED	PUBLISHED (PENDING)
WO2016198894 PCT/GB16/051739	15-DEC-2016 10-JUN-2016	WIPO – pending confirmation of countries	METHOD AND APPARATUS FOR RESERVOIR ANALYSIS AND FRACTURE DESIGN IN A ROCK LAYER	IKON SCIENCE LIMITED IKON SCIENCE INNOVATION LIMITED GEOSPHERE LIMITED	PUBLISHED (PENDING)
GB2539238 GB1510115.7	14-DEC-2016 10-JUN16-2015	UK	METHOD AND APPARATUS FOR RESERVOIR ANALYSIS AND FRACTURE DESIGN IN A ROCK LAYER	IKON SCIENCE LIMITED IKON SCIENCE INNOVATION LIMITED GEOSPHERE LIMITED	PUBLISHED (PENDING)

Patent No./ Publication No./ Application No.	Issue Date/ Pub. Date/ App. Date	Country/ Territory	Title	Owner	Status
7188092 10308884	06-MAR- 2007 03-DEC- 2002	US	PATTERN RECOGNITION TEMPLATE APPLICATION TO OIL EXPLORATION PRODUCTION	IKON SCIENCE AMERICAS, INC.	ISSUED
7184991 10308933	27-FEB- 2007 03-DEC- 2002	US	PATTERN RECOGNITION APPLIED TO OIL EXPLORATION AND PRODUCTION	IKON SCIENCE AMERICAS, INC.	ISSUED
7162463 10308860	09-JAN- 2007 03-DEC- 2002	US	PATTERN RECOGNITION TEMPLATE CONSTRUCTION APPLIED TO OIL EXPLORATION AND PRODUCTION	IKON SCIENCE AMERICAS, INC.	ISSUED
7308139 10208928	11-DEC- 2007 03-DEC- 2002	US	METHOD SYSTEM AND APPARATUS FOR COLOUR REPRESENTATION OF SEISMIC DATA AND ASSOCIATED MEASUREMENTS	IKON SCIENCE AMERICAS, INC	ISSUED

Copyright Registrations and Applications

None.

ANNEX 1 TO
GUARANTEE AND COLLATERAL AGREEMENT

FORM OF
ASSUMPTION AGREEMENT

This ASSUMPTION AGREEMENT, dated as of _____, is executed and delivered by _____ (the “*Additional Grantor*”), in favor of **HERCULES CAPITAL, INC.**, a Delaware corporation, as administrative agent (in such capacity, the “*Administrative Agent*”) for the several financial institutions or entities (the “*Lenders*”) from time to time party to that certain Credit Agreement, dated as of October 15, 2019 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”), among **IKON INTERMEDIATE LIMITED**, a private limited liability company incorporated under the laws of England and Wales having its registered office at 1st Floor, 1 The Crescent, Surbiton, England, KT6 4BN, registered with company number 11605464 (“*Holdings*”), **IKON SCIENCE LIMITED**, a private limited liability company incorporated under the laws of England and Wales having its registered office at 1st Floor, 1 The Crescent, Surbiton, England, KT6 4BN, registered with company number 04168293 (the “*English Borrower*”), **IKON SCIENCE AMERICAS, INC.**, a Texas corporation (the “*U.S. Borrower*” and together with the English Borrower, each a “*Borrower*” collectively, “*Borrowers*”), the several financial institutions or entities from time to time party thereto as lenders (each a “*Lender*” and collectively, the “*Lenders*”) and the Administrative Agent. All capitalized terms not defined herein shall have the respective meanings ascribed to such terms in such Credit Agreement.

W I T N E S S E T H:

WHEREAS, in connection with the Credit Agreement, Borrowers and the other Grantors party thereto (other than the Additional Grantor) have entered into that certain Guarantee and Collateral Agreement, dated as of October 15, 2019 in favor of the Administrative Agent for the benefit of the Secured Parties (the “*Guarantee and Collateral Agreement*”);

WHEREAS, Borrowers are required, pursuant to Section 6.9 of the Credit Agreement to cause the Additional Grantor to become a party to the Guarantee and Collateral Agreement in order to grant in favor of the Administrative Agent (for the benefit of the Secured Parties) the Liens and security interests therein specified and provide its guarantee of the Obligations as therein contemplated; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 8.14 of the Guarantee and Collateral Agreement, (a) hereby becomes a party to the Guarantee and Collateral Agreement as both a “Grantor” and a “Guarantor” thereunder with the same force and effect as if originally named therein as a Grantor and a Guarantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor and a Guarantor thereunder, and (b) hereby grants to the Administrative Agent, for the benefit of the Secured Parties, as security for the Secured Obligations, a security interest in all of the Additional Grantor’s right, title and interest in any and to all Collateral of the Additional Grantor, in each case whether now owned or hereafter acquired or in which the Additional Grantor now has or hereafter acquires an interest and wherever the same may be located, but subject in all respects to the terms, conditions and exclusions set forth in the Guarantee and Collateral Agreement. The information set forth in Schedule 1 hereto is hereby added to the information set forth in the Schedules to the Guarantee and

Collateral Agreement. The Additional Grantor hereby represents and warrants, to the extent applicable, that each of the representations and warranties contained in Section 4 of the Guarantee and Collateral Agreement (x) that is qualified by materiality is true and correct, and (y) that is not qualified by materiality, is true and correct in all material respects, in each case, on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date (except to the extent any such representation and warranty expressly relates to an earlier date, in which case such representation and warranty was true and correct in all material respects as of such earlier date).

2. **GOVERNING LAW. SECTION 10.12 (GOVERNING LAW) OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE MUTATIS MUTANDIS.**

3. Loan Document. This Assumption Agreement shall constitute a Loan Document under the Credit Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTOR]

By: _____
Name: _____
Title: _____

[Signature Page to Assumption Agreement]

Schedule 1 to
Assumption Agreement

Supplement to Schedule 1

Supplement to Schedule 2

Supplement to Schedule 3

Supplement to Schedule 4

Supplement to Schedule 5

Supplement to Schedule 6

Supplement to Schedule 7