



Registration of a Charge

Company name: **GEO SPECIALTY CHEMICALS UK LIMITED**

Company number: **07650493**



X9WG27TM

Received for Electronic Filing: **18/01/2021**

Details of Charge

Date of creation: **31/12/2020**

Charge code: **0765 0493 0013**

Persons entitled: **TWIN BROOK CAPITAL PARTNERS, LLC**

Brief description: **FOR MORE DETAILS ON THE INTELLECTUAL PROPERTY CHARGED,
PLEASE REFER TO SCHEDULE II.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by:

KATTEN MUCHIN ROSENMAN UK LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7650493

Charge code: 0765 0493 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st December 2020 and created by GEO SPECIALTY CHEMICALS UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th January 2021 .

Given at Companies House, Cardiff on 19th January 2021

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

SECOND AMENDED AND RESTATED SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED SECURITY AGREEMENT (this “Agreement”) dated as of December 31, 2020, is made by each of the undersigned and the other parties that become grantors hereunder from time to time after the date hereof pursuant to a joinder in the form of Annex I hereto (each such Person is sometimes referred to herein as a “Grantor” and, collectively, the “Grantors”), in favor of Twin Brook Capital Partners, LLC, in its capacity as administrative agent on behalf of the Lenders (in such capacity, “Administrative Agent”) party to the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, Cyalume Technologies Holdings, Inc., a Delaware corporation, as a Borrower and as Administrative Borrower, the other Borrowers party from time to time thereto, the other Guarantors party from time to time party thereto, the financial institutions from time to time party thereto (the “Lenders”) and Administrative Agent are parties to a Second Amended and Restated Credit Agreement, dated as of December 31, 2020 (such agreement, as amended, restated, supplemented or otherwise modified from time to time, being hereinafter referred to as the “Credit Agreement”), pursuant to which the Borrowers, Guarantors, Administrative Agent and Lenders have agreed to amend and restate in its entirety that certain Amended and Restated Credit Agreement, dated as of August 30, 2019 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “Prior Credit Agreement”), by and among the “Administrative Borrower” party thereto, the “Borrowers” party thereto, the “Guarantors” party thereto, Administrative Agent and the Lenders (as defined therein) party thereto;

WHEREAS, it was a condition precedent to the initial extensions of credit by the Lenders under the Prior Credit Agreement that the “Grantors” (as defined in the Prior Security Agreement) execute and deliver that certain Amended and Restated Security Agreement, dated as of August 30, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Prior Security Agreement”);

WHEREAS, pursuant to the Credit Agreement, the Lenders severally have agreed to make Loans as set forth therein to the Borrowers;

WHEREAS, it is a condition precedent to the Lenders making any Loan to the Borrowers pursuant to the Credit Agreement that each Grantor shall have executed and delivered this Agreement to the Administrative Agent for the ratable benefit of all Lenders, which without constituting a novation, amends and restates the Prior Security Agreement in its entirety;

WHEREAS, each Grantor has determined that (i) it will derive substantial benefit and advantage from the Loans made available to the Borrowers under the Credit Agreement and the other Loan Documents and (ii) its execution, delivery and performance of this Agreement directly benefit, and are in the best interests of, such Grantor;

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Lenders to make the Loans pursuant to the Credit Agreement, each Grantor hereby jointly and severally agrees with the Administrative Agent, for the benefit of the

Administrative Agent and the Lenders, to amend and restate the Prior Security Agreement in its entirety as follows:

Section 1. Definitions.

(a) Reference is hereby made to the Credit Agreement for a statement of the terms thereof. All terms used in this Agreement and the recitals hereto which are defined in the Credit Agreement or in Article 9 of the Uniform Commercial Code (the "Code") as in effect from time to time in the State of New York and which are not otherwise defined herein shall have the same meanings herein as set forth therein.

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

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

"Control" means the manner in which "control" is achieved under the Code with respect to a particular item of Collateral.

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

"Copyrights" means (i) all domestic and foreign copyrights, whether registered or not, including, without limitation, all copyright rights throughout the universe (whether now or hereafter arising) in any and all media (whether now or hereafter developed), in and to all original works of authorship fixed in any tangible medium of expression, acquired or used by any Grantor (including, without limitation, all copyrights described in Schedule II hereto), (ii) all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Copyright Office or in any similar office or agency of the United States, United Kingdom or any other country or any political subdivision thereof), (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including damages or payments for past, present or future infringements of any of the foregoing and (iv) the right to sue for past, present or future infringements of any of the foregoing.

"Excluded Property" means with respect to a Grantor, (i) "intent-to-use" Trademarks until the filing and acceptance with the United States Patent and Trademark Office of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, (ii) any assets of any Grantor in which the granting of a security interest in such asset would be prohibited by applicable law, (iii) Excluded Accounts, (iv) (A) more than 65% of the voting equity interests of

a Foreign Subsidiary that is a CFC or a Foreign Subsidiary Holding Company or any stock of a Subsidiary that is owned, directly or indirectly, by a Subsidiary which is a CFC or a Foreign Subsidiary Holding Company or (B) the assets of any Person described in clause (A), (v) any item of General Intangibles or other property that is now or hereafter held by such Grantor but solely to the extent that such item of General Intangibles (or any agreement evidencing such item of General Intangibles) contains a term or is subject to a rule of law, statute or regulation that restricts, prohibits, or requires a consent (that has not been obtained) of a Person (other than such Grantor) to, the creation, attachment or perfection of the security interest granted herein, and any such restriction, prohibition and/or requirement of consent is effective and enforceable under applicable law and is not rendered ineffective by applicable law (including, without limitation, pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Code) and (vi) any right or asset of any UK Grantor subject, or purported to be subject, to any Lien granted pursuant to any UK Collateral Document (or which would, save for any applicable provision set out therein, subject to any such Lien); provided, however, that (a) Excluded Property shall not include, any Proceeds of any item of General Intangibles, and (b) any General Intangible that at any time ceases to satisfy the criteria for Excluded Property (whether as a result of the applicable Grantor obtaining any necessary consent, any change in any rule of law, statute or regulation, or otherwise), shall no longer be Excluded Property.

“Intellectual Property” means the Copyrights, Trademarks and Patents.

“Licenses” means the Copyright Licenses, the Trademark Licenses and the Patent Licenses.

“Prior Security Agreement” has the meaning set forth in the Recitals.

“Patent Licenses” means all licenses, contracts or other agreements, whether written or oral, naming any Grantor as licensee or licensor and providing for the grant of any right to manufacture, use or sell any invention covered by any Patent.

“Patents” means (i) all domestic and foreign letters patent (and the inventions and improvements described and claimed therein), design patents, utility patents, industrial designs, inventions, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how, formulae, rights of publicity and other General Intangibles of like nature, now existing or hereafter acquired (including, without limitation, all domestic and foreign letters patent (and the inventions and improvements described and claimed therein) described in Schedule II hereto), (ii) all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office, or in any similar office or agency of the United States, United Kingdom or any other country or any political subdivision thereof), (iii) all income, royalties, damages and payments now and/or hereafter due and payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and (iv) the right to sue for past, present and future infringements of any of the foregoing.

“Trademark Licenses” means all licenses, contracts or other agreements, whether written or oral, naming any Grantor as licensor or licensee and providing for the grant of any

right concerning any Trademark, together with any goodwill connected with and symbolized by any such trademark licenses, contracts or agreements and the right to prepare for sale or lease and sell or lease any and all Inventory now or hereafter owned by any Grantor and now or hereafter covered by such licenses.

“Trademarks” means (i) all domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, acquired or used by any Grantor (including, without limitation, all domestic and foreign trademarks described in Schedule II hereto), (ii) all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, United Kingdom or any other country or any political subdivision thereof), (iii) all goodwill of the business symbolized by such marks and all customer lists, formulae and other Records of any Grantor relating to the distribution of products and services in connection with which any of such marks are used, (iv) all income, royalties, damages and payments now and/or hereafter due and payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and (v) the right to sue for past, present and future infringements of any of the foregoing.

“UK Security Document” has the meaning given to it in the Credit Agreement.

“UK Grantor” means GEO UK and any other entity incorporated under the laws of England and Wales that executes a joinder substantially in the form of Annex I hereto.

“UK Legal Reservations” has the meaning given to it in the Credit Agreement.

“UK Perfection Requirements” has the meaning given to it in the Credit Agreement.

Section 2. Grant of Security Interest. As collateral security for the payment, performance and observance of all of the Secured Obligations (as defined in Section 3 hereof), each Grantor hereby (i) reaffirms its prior pledge and grant made under the Prior Security Agreement and (ii) pledges and grants to the Administrative Agent for the benefit of the Lenders, a continuing security interest in, right of setoff against and collateral assignment to Administrative Agent of, all personal property and rights to personal property of such Grantor, in each case wherever located and whether now or hereafter existing and whether now owned or hereafter acquired, of every kind and description, tangible or intangible, including, without limitation, the following (but in each case excluding Excluded Property) (all being referred to as the “Collateral”):

(a) all Accounts;

(b) all Chattel Paper (whether Tangible Chattel Paper or Electronic Chattel Paper);

(c) the Commercial Tort Claims specified on Schedule VI hereto;

(d) all Deposit Accounts, all cash, and all other property from time to time deposited therein and the monies and property in the possession or under the control of the Administrative Agent or any Lender or any affiliate, representative, agent or correspondent of the Administrative Agent or any Lender;

(e) all Documents;

(f) all Equipment;

(g) all Fixtures;

(h) all General Intangibles (including, without limitation, all Payment Intangibles);

(i) all Goods;

(j) all Instruments (including, without limitation, Promissory Notes);

(k) all Inventory;

(l) all Investment Property;

(m) all Copyrights, Patents and Trademarks, and all Licenses;

(n) all Letter-of-Credit Rights;

(o) all Software;

(p) all Supporting Obligations;

(q) all other tangible and intangible personal property of such Grantor (whether or not subject to the Code), including, without limitation, all bank and other accounts and all cash and all investments therein, all Proceeds, products, offspring, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the property of such Grantor described in the preceding clauses of this Section 2 (including, without limitation, any proceeds of insurance thereon and all causes of action, claims and warranties now or hereafter held by such Grantor in respect of any of the items listed above), and all books, correspondence, files and other Records, including, without limitation, all tapes, desks, cards, Software, data and computer programs in the possession or under the control of such Grantor or any other Person from time to time acting for such Grantor that at any time evidence or contain information relating to any of the property described in the preceding clauses of this Section 2 or are otherwise necessary or helpful in the collection or realization thereof; and

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

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

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

(a) the Obligations; and

(b) the due performance and observance by each Grantor of all of its other obligations from time to time existing in respect of this Agreement, the Credit Agreement and all other Loan Documents.

Section 4. Representations and Warranties. Each Grantor jointly and severally represents and warrants as follows:

(a) Schedule I hereto sets forth as of the Second Restatement Effective Date (i) the exact legal name of each Grantor, (ii) the jurisdiction of organization of each Grantor and (iii) the organizational identification number of each Grantor or states that no such organizational identification number exists.

(b) Each Grantor (i) is a corporation, limited liability company or limited partnership duly organized, validly existing and in good standing under the laws of the state or jurisdiction of its organization as set forth on Schedule I hereto, (ii) has all requisite power and authority to execute, deliver and perform this Agreement and each other Loan Document to be executed and delivered by it pursuant hereto and to consummate the transactions contemplated hereby and thereby, and (iii) is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, except where the failure to be so qualified and in good standing could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

(c) The execution, delivery and performance by each Grantor of this Agreement and each other Loan Document to which such Grantor is a party or will be a party (i) have been duly authorized by all necessary action, (ii) do not and will not contravene its charter or by-laws, its constitutional documents, its limited liability company or operating agreement or its certificate of partnership or partnership agreement, as applicable, or any applicable law or any material contractual restriction binding on or otherwise affecting such Grantor or its properties, (iii) do not and will not result in or require the creation of any Lien upon or with respect to any of its properties (except pursuant to this Agreement or any other Loan Document or Permitted Liens (including, for the avoidance of doubt, Liens created or purported to be created pursuant to any UK Security Document)) and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to it or its operations or any of its properties and in each case, in the case of each UK Grantor and/or UK Security Document (as applicable), subject to the UK Legal Reservations and the UK Perfection Requirements.

(d) This Agreement is, and each other Loan Document to which any Grantor is or will be a party, when executed and delivered pursuant hereto, will be, a legal, valid and binding obligation of such Grantor, enforceable against such Grantor in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws in its Relevant Jurisdiction and in the case of each UK Grantor and/or UK Security Document (as applicable), subject to the UK Legal Reservations and the UK Perfection Requirements.

(e) As of the Second Restatement Effective Date, there is no pending or, to the best knowledge of any Grantor, threatened action, suit, proceeding or claim affecting any Grantor or to which any of the properties of any Grantor is subject, before any Governmental Authority or any arbitrator, or any order, judgment or award by any Governmental Authority or arbitrator, that may adversely affect the grant by any Grantor, or the perfection, of the security interest purported to be created hereby in the Collateral, or the exercise by the Administrative Agent of any of its rights or remedies hereunder.

(f) All taxes, assessments and other governmental charges imposed upon any Grantor or any property of such Grantor (including, without limitation, all federal income and social security taxes on employees' wages) and which have become due and payable on or prior to the date hereof have been paid, or if due and payable after the date hereof, will be paid when due, except to the extent contested in good faith by proper proceedings which stay the imposition of any penalty, fine or Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof on the financial statements of such Grantor in accordance with GAAP.

(g) Other than (x) Collateral in transit in the ordinary course of business, out for repair or otherwise temporarily relocated in the ordinary course of business and (y) Collateral in the possession or control of any third party or customer in the ordinary course of business, as of the Second Restatement Effective Date, all Equipment, Fixtures, Goods and Inventory now existing are located at the addresses specified therefor in Schedule III hereto (and none of such locations are leased by such Grantor as lessee except as designated on Schedule III hereto). As of the Second Restatement Effective Date, each Grantor's chief place of business and chief executive office, the place where such Grantor keeps its Records concerning Accounts and all originals of all Chattel Paper are located at the addresses specified therefor in Schedule III hereto. As of the Second Restatement Effective Date, none of the Accounts is evidenced by Promissory Notes or other Instruments except for Promissory Notes evidencing aggregate indebtedness of not more than \$1,000,000. Set forth in Schedule IV hereto is a complete and accurate list, as of the Second Restatement Effective Date, of each Deposit Account, Securities Account and Commodities Account of each Grantor, together with the name of each institution at which each such Account is maintained, the account number for each such Account and a description of the purpose of each such Account. Set forth in Schedule II hereto is a complete and correct list of each material trade name used by each Grantor.

(h) Reserved.

(i) The Grantors (and in the case of each UK Grantor, subject to the UK Legal Reservations) own and control, or otherwise possesses adequate rights to use, all Trademarks,

Patents and Copyrights, inventions, trade secrets, proprietary information and technology, know-how, formulae and rights of publicity necessary to conduct its business in substantially the same manner as conducted as of the date hereof, except where any such failure to own, control or otherwise possess such rights could not reasonably be expected to have a Material Adverse Effect. Schedule II hereto sets forth a true and complete list of all United States registered and United Kingdom registered Intellectual Property owned by each Grantor as of the Second Restatement Effective Date. All such Intellectual Property is subsisting and in full force and effect, has not been adjudged invalid or unenforceable, is valid and enforceable and has not been abandoned in whole or in part, except where any such invalidity, unenforceability or abandonment could not reasonably be expected to have a Material Adverse Effect. As of the Second Restatement Effective Date, except as set forth in Schedule II, no such Intellectual Property is the subject of any material licensing or franchising agreement. No Grantor has any knowledge of any conflict with the rights of others to any Intellectual Property and, to the knowledge of each Grantor, no Grantor is now infringing or in conflict with any such rights of others in any material respect, and to the knowledge of each Grantor, no other Person is now infringing or in conflict in any material respect with any such properties, assets and rights owned or used by any Grantor, except for such infringements and conflicts which individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. In the past three (3) years, no Grantor has received any notice that it is violating or has violated the trademarks, patents, copyrights, inventions, trade secrets, proprietary information and technology, know-how, formulae, rights of publicity or other intellectual property rights of any third party, except where any such notices of violation could not reasonably be expected to have a Material Adverse Effect.

(j) Each Grantor (and in the case of each UK Grantor, subject to the UK Legal Reservations) is the record and/or beneficial owner of the Collateral of such Grantor and has rights in or the power to transfer rights to, or a valid right to use, the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Permitted Liens (including, for the avoidance of doubt, Liens created or purported to be created pursuant to any UK Security Document), and has full power and authority to grant to the Administrative Agent the security interest in the Collateral granted hereunder pursuant to the terms hereof. No effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording or filing office except (A) such as may have been filed in favor of the Administrative Agent relating to this Agreement or (B) such as may have been filed to perfect or protect any Permitted Lien (including, for the avoidance of doubt, Liens created or purported to be created pursuant to any UK Security Document). Except as disclosed on Schedule III hereto other than (x) Collateral in transit in the ordinary course of business, out for repair or otherwise temporarily relocated in the ordinary course of business and (y) Collateral in the possession or control of any third party or customer in the ordinary course of business, none of the Collateral is in the possession of any consignee, bailee, warehouseman, agent or processor. No other Person has Control of the Collateral other than (x) Collateral in transit in the ordinary course of business, out for repair or otherwise temporarily relocated in the ordinary course of business and (y) Collateral in the possession or control of any third party or customer in the ordinary course of business.

(k) The exercise by the Administrative Agent of any of its rights and remedies hereunder will not contravene any law or any contractual restriction binding on or otherwise

affecting any Grantor or any of its properties and will not result in or require the creation of any Lien upon or with respect to any of its properties.

(l) No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or other regulatory body, or any other Person, is required for (i) the grant by any Grantor, or the perfection, of the security interest purported to be created hereby in the Collateral or (ii) the exercise by the Administrative Agent of any of its rights and remedies hereunder, except (A) for the filing under the Uniform Commercial Code as in effect in the applicable jurisdiction of the financing statements described in Schedule V hereto, all of which financing statements have been duly filed and are in full force and effect, (B) with respect to the perfection of the security interest created hereby in the United States Intellectual Property, for the recording of the appropriate security agreement, substantially in the form of Exhibit A hereto in the United States Patent and Trademark Office or the United States Copyright Office, as applicable (such security agreement, an “IP Security Agreement”), (C) with respect to the perfection of the security interest created hereby in Canadian Intellectual Property, for registrations and filings in jurisdictions located in Canada and covering rights in such jurisdiction relating to the Intellectual Property, (D) with respect to the perfection of the security interest created hereby in Titled Collateral (as defined herein), for the submission of an appropriate application requesting that the Lien of the Administrative Agent be noted on the certificate of title or ownership, completed and authenticated by the applicable Grantor, together with the certificate of title, with respect to such Titled Collateral, to the appropriate state agency and (E) with respect to the perfection of the security interest created hereby at Companies House in the UK and the UK Intellectual Property Office.

(m) This Agreement creates in favor of the Administrative Agent a legal, valid and enforceable security interest in the Collateral, as security for the Secured Obligations. The Administrative Agent’s having possession of all cash constituting Collateral from time to time and Control of all Collateral where Control is the sole means of perfection, the recording of the appropriate IP Security Agreement executed pursuant hereto in the United States Patent and Trademark Office and the United States Copyright Office, Companies House in the UK and the UK Intellectual Property Office, as applicable, the submission of an appropriate application requesting that the Lien of the Administrative Agent be noted on the certificate of title or ownership, completed and authenticated by the applicable Grantor, together with the certificate of title or ownership, with respect to any Titled Collateral, to the applicable state or governmental agency, and the filing of the financing statements described in Schedule V hereto and, with respect to the Intellectual Property hereafter existing and not covered by an appropriate IP Security Agreement, the recording in the United States Patent and Trademark Office or the United States Copyright Office, Companies House in the UK and the UK Intellectual Property Office, as applicable, of appropriate instruments of assignment, shall result in the perfection of such security interests (and in the case of each UK Grantor, subject to the UK Legal Reservations and the UK Perfection Requirements). Such security interests are, or in the case of Collateral in which any Grantor obtains rights after the date hereof, will be, perfected, first priority security interests, subject only to the Permitted Liens (including, for the avoidance of doubt, Liens created or purported to be created pursuant to any UK Security Document) and the recording of such instruments of assignment, and Administrative Agent shall be entitled to all of the rights, priorities and benefits afforded by the Code or other applicable law as enacted in any jurisdiction which relates to perfected security interests. Such recordings and filings and all

other action necessary or desirable to perfect and protect such security interest have been duly taken and, with respect to Collateral obtained after the date hereof, will be taken.

(n) As of the Second Restatement Effective Date, no Grantor holds any Commercial Tort Claims or is aware of any such pending claims, except for such claims described in Schedule VI.

(o) Each existing Account constitutes, and each hereafter arising Account will constitute, the legally valid and binding obligation of the applicable Account Debtor (and in the case of each UK Grantor, subject to the UK Legal Reservations and the UK Perfection Requirements). The amount represented by any Grantor to Administrative Agent as owing by each Account Debtor is, or will be, the correct amount actually and unconditionally owing in all material respects, except for normal cash discounts and allowances where applicable. No Account Debtor has any defense, set-off, claim or counterclaim against the applicable Grantor that can be asserted against the Administrative Agent, whether in any proceeding to enforce Administrative Agent's rights in the Collateral or otherwise except defenses, set-offs, claims or counterclaims that are not, in the aggregate, material to the value of the Accounts.

(p) As of the Second Restatement Effective Date, no Grantor holds Chattel Paper in any material amount in the ordinary course of its business.

(q) All Inventory is in all material respects of good and merchantable quality, free from any defects, such Inventory is not subject to any licensing, patent, trademark, trade name or copyright agreement with any Person that materially restricts any Grantor's ability to manufacture and/or sell the Inventory. The completion and manufacturing process of such Inventory by a Person other than the applicable Grantor would be permitted under any contract to which such Grantor is a party or to which the Inventory is subject. None of the Inventory of any Grantor has been or will be produced in violation of any provision of the Fair Labor Standards Act of 1938, as amended, or in violation of any other law.

(r) All information heretofore, herein or hereafter supplied to Administrative Agent by or on behalf of any Grantor with respect to the Collateral is and will be accurate and complete in all material respects.

Section 5. Covenants as to the Collateral. So long as any of the Secured Obligations shall remain outstanding (other than unasserted indemnification obligations) and all funding commitments (if any) under the Loan Documents shall not have expired or terminated, unless the Administrative Agent shall otherwise consent in writing:

(a) Further Assurances. Subject to section 13(g), each Grantor will at its expense, at any time and from time to time, promptly execute and deliver all further instruments and documents and take all further action that may be necessary or desirable or that the Administrative Agent may reasonably request in order to (i) perfect and protect the security interest purported to be created in the Collateral; (ii) enable the Administrative Agent to exercise and enforce its rights and remedies hereunder in respect of the Collateral; or (iii) otherwise effect the purposes of this Agreement, including, without limitation: (A) to the extent constituting Collateral, marking conspicuously all Chattel Paper and, at the request of the Administrative

Agent, each of its Records pertaining to the Collateral with a legend, in form and substance reasonably satisfactory to the Administrative Agent, indicating that such Chattel Paper or Collateral is subject to the security interest created hereby, (B) if any Account shall be evidenced by Promissory Notes or other Instruments or Chattel Paper, in an aggregate face amount exceeding \$1,000,000, delivering and pledging to the Administrative Agent hereunder such Promissory Notes, Instruments or Chattel Paper, duly endorsed and accompanied by executed instruments of transfer or assignment, all in form and substance reasonably satisfactory to the Administrative Agent, (C) executing and filing (to the extent, if any, that such Grantor's signature is required thereon) or authenticating the filing of, such financing or continuation statements, or amendments thereto, as may be necessary or desirable or that the Administrative Agent may reasonably request in order to perfect and preserve the security interest purported to be created hereby, (D) furnishing to the Administrative Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Administrative Agent may reasonably request, all in reasonable detail, (E) if any Collateral shall be in the possession of a third party, upon Administrative Agent's reasonable request, notifying such Person of the Administrative Agent's security interest created hereby and obtaining a written acknowledgment from such Person that such Person holds possession of the Collateral for the benefit of the Administrative Agent, which such written acknowledgment shall be in form and substance reasonably satisfactory to the Administrative Agent, (F) if at any time after the date hereof, any Grantor acquires or holds any Commercial Tort Claim in excess of \$1,000,000, promptly notifying the Administrative Agent in a writing signed by such Grantor setting forth a brief description of such Commercial Tort Claim and granting to the Administrative Agent a security interest therein and in the proceeds thereof, which writing shall incorporate the provisions hereof and shall be in form and substance reasonably satisfactory to the Administrative Agent, (G) upon the acquisition after the date hereof by any Grantor of any Titled Collateral which, together with all Titled Collateral of all Grantors, the aggregate fair market value of which exceeds \$1,000,000 (other than an item of Equipment that is subject to a purchase money security interest permitted by Section 6.02(a) of the Credit Agreement), causing the Administrative Agent to be listed as the lienholder on such certificate of title or ownership and delivering evidence of the same to the Administrative Agent and (H) taking all actions required by law as applicable in any foreign jurisdiction. Notwithstanding anything to the contrary herein, so long as no Event of Default has occurred or is continuing, no Grantor shall be required to make any filings or take any actions to record or perfect the Administrative Agent's security interest in any Intellectual Property other than the filing of UCC financing statements and documents effecting the recordation of such security interests in the United States Copyright Office, the United States Patent and Trademark Office, Companies House in the UK and the UK Intellectual Property Office, and the corresponding Canadian agencies.

(b) Location of Equipment, Fixtures, Goods and Inventory. Each Grantor will keep all Equipment, Fixtures, Goods and Inventory (other than Collateral in transit in the ordinary course of business, in use or on display at any trade show, conference or similar event in the ordinary course of business, out for repair or temporarily relocated in the ordinary course of business) at the locations specified therefor in Section 4(g) hereof or, upon written notice to the Administrative Agent delivered in connection with the delivery of the financial statements required under Section 6.01(a)(ii) of the Credit Agreement accompanied by new Schedules III and V hereto indicating each new location of such Collateral, at such other locations in the continental United States or the United Kingdom as the Grantors may elect, provided that (i) all

action has been taken to grant to the Administrative Agent a perfected, first priority security interest in such Collateral (subject only to Permitted Liens (including, for the avoidance of doubt, Liens created or purported to be created pursuant to any UK Security Document)), and (ii) the Administrative Agent's rights in such Collateral, including, without limitation, the existence, perfection and priority of the security interest created hereby in such Collateral, are not adversely affected thereby. No Collateral shall at any time be in the possession or control of any warehouseman, bailee or any of Grantors' agents or processors without Administrative Agent's prior written consent and unless Administrative Agent, if Administrative Agent has so reasonably requested, has received warehouse receipts or bailee lien waivers reasonably satisfactory to Administrative Agent prior to the commencement of such possession or control. Each Grantor shall, upon the reasonable request of Administrative Agent, notify any such warehouseman, bailee, agent or processor of the security interests granted pursuant to this Agreement, shall instruct such Person to hold all such Collateral for Administrative Agent's account subject to Administrative Agent's instructions and shall obtain an acknowledgement from such Person that such Person holds the Collateral for Administrative Agent's benefit.

(c) Condition of Equipment. Except in the exercise of its commercially reasonable judgment, each Grantor will maintain or cause the Equipment to be maintained and preserved in good condition, repair and working order as when acquired and in accordance with any manufacturer's manual, ordinary wear and tear excepted, and will forthwith, or in the case of any loss or damage to any Equipment as quickly as practicable after the occurrence thereof, make or cause to be made all repairs, replacements and other improvements in connection therewith which are necessary or desirable, consistent with past practice, or which the Administrative Agent may reasonably request to such end. Each Grantor will promptly furnish to the Administrative Agent a statement describing in reasonable detail any loss or damage in excess of \$1,000,000 to any Equipment.

(d) Taxes, Etc. Each Grantor jointly and severally agrees to pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Collateral, except to the extent the validity thereof is being contested in good faith by proper proceedings which stay the imposition of any penalty, fine or Lien resulting from the non-payment thereof and with respect to which adequate reserves in accordance with GAAP have been set aside for the payment thereof.

(e) Insurance. Each Grantor will, at its own expense, maintain insurance with respect to the Collateral in accordance with the terms of the Credit Agreement.

(f) Provisions Concerning the Accounts.

(i) Each Grantor will (A) promptly notify the Administrative Agent upon obtaining an organizational identification number, if on the date hereof such Grantor did not have such identification number, and (B) keep adequate records concerning the Accounts and Chattel Paper and permit representatives of the Administrative Agent pursuant to the terms of the Credit Agreement to inspect and make abstracts from such Records and Chattel Paper.

(ii) Each Grantor will, except as otherwise provided in this subsection (f), continue to collect, at its own expense, all amounts due or to become due under the Accounts. In connection with such collections, each Grantor may (and, at the Administrative Agent's direction, will) take such action as such Grantor or the Administrative Agent may deem reasonably necessary or advisable to enforce collection or performance of the Accounts; provided, however, that the Administrative Agent shall have the right at any time, upon the occurrence and during the continuance of an Event of Default, to notify the Account Debtors or obligors under any Accounts of the assignment of such Accounts to the Administrative Agent and to direct such Account Debtors or obligors to make payment of all amounts due or to become due to such Grantor thereunder, or otherwise render performance, directly to the Administrative Agent or its designated agent and, upon such notification and at the expense of such Grantor and to the extent permitted by law, to enforce collection of any such Accounts and to adjust, settle or compromise the amount or payment thereof, or exercise the rights of such Grantor with respect to the obligation of the Account Debtor to make payment or otherwise render performance to such Grantor and with respect to any property that secures the obligations of the Account Debtor or any other Person obligated on the Collateral, in the same manner and to the same extent as such Grantor might have done. After receipt by any Grantor of a notice from the Administrative Agent that the Administrative Agent has notified, intends to notify, or has enforced or intends to enforce a Grantor's rights against the Account Debtors or obligors under any Accounts as referred to in the proviso to the immediately preceding sentence, (A) all amounts and proceeds (including Instruments) received by such Grantor in respect of the Accounts shall be received in trust for the benefit of the Administrative Agent hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over to the Administrative Agent in the same form as so received (with any necessary endorsement) to be held as cash collateral and either (i) credited to the Loan Account so long as no Event of Default shall have occurred and be continuing or (ii) if an Event of Default shall have occurred and be continuing, applied as specified in Section 7(b) hereof. After the occurrence and during the continuance of an Event of Default, no Grantor will adjust, settle or compromise the amount or payment of any Account or release wholly or partly any Account Debtor or obligor thereof or allow any credit or discount thereon (other than credits and discounts allowed in the ordinary course of business and in amounts which are not material to such Grantor) without the prior written consent of Administrative Agent. In addition, upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may (in its sole and absolute discretion) direct any or all of the banks and financial institutions with which any Grantor either maintains a Deposit Account or a lockbox or deposits the proceeds of any Accounts to send immediately to the Administrative Agent by wire transfer (to such account as the Administrative Agent shall specify, or in such other manner as the Administrative Agent shall direct) all or a portion of such securities, cash, investments and other items held by such institution. Any such securities, cash, investments and other items so received by the Administrative Agent shall (in the sole and absolute discretion of the Administrative Agent) be held as additional Collateral for the Secured Obligations or distributed in accordance with Section 7 hereof.

(g) Transfers and Other Liens.

(i) Except to the extent expressly permitted by the Credit Agreement and nonexclusive licenses granted to third parties in the ordinary course of business, no Grantor will sell, assign (by operation of law or otherwise), lease, license, exchange or otherwise transfer or dispose of any of the Collateral.

(ii) Except to the extent expressly permitted by the Credit Agreement, no Grantor will create, suffer to exist or grant any Lien upon or with respect to any Collateral.

(h) Intellectual Property.

(i) If applicable, each Grantor has duly executed and delivered the applicable IP Security Agreement in the form attached hereto as Exhibit A. Each Grantor (either itself or through licensees), in its reasonable business judgment, will, and will cause each licensee thereof to, take all action necessary to maintain all of the Intellectual Property in full force and effect, including, without limitation, using the proper statutory notices and markings and using the Trademarks on each applicable trademark class of goods in order to so maintain the Trademarks in full force free from any claim of abandonment for non-use, and no Grantor will (nor permit any licensee thereof to) do any act or knowingly omit to do any act whereby any Intellectual Property may become invalidated; provided, however, that so long as no Event of Default has occurred and is continuing, no Grantor shall have an obligation to use or to maintain any Intellectual Property (A) that relates solely to any product or work, that has been, or is in the process of being, discontinued, abandoned or terminated, (B) that is being replaced with Intellectual Property that, in the reasonable business judgment of such Grantor, is a suitable replacement for the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the Lien created by this Agreement, (C) that in the reasonable business judgment of such Grantor, is substantially the same as another Intellectual Property that is in full force, so long the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such other Intellectual Property is subject to the Lien and security interest created by this Agreement, or (D) is, in the reasonable business judgment of such Grantor, no longer material to the operation of the business of such Grantors. Each Grantor will, in the reasonable business judgment of such Grantor, cause to be taken all necessary steps in any proceeding before the United States Patent and Trademark Office and the United States Copyright Office or any similar office or agency in any other country or political subdivision thereof to maintain each registration of the Intellectual Property (other than the Intellectual Property described in the proviso to the immediately preceding sentence), including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings and payment of maintenance fees, filing fees, taxes or other governmental fees. If Grantors have actual knowledge that any Intellectual Property is infringed, misappropriated, diluted or otherwise violated in any material respect by a third party, the Grantors shall (x) upon learning of

such infringement, misappropriation, dilution or other violation, notify the Administrative Agent in connection with the delivery of the financial statements required under Section 6.01(a)(ii) of the Credit Agreement and (y) to the extent the Grantors shall deem appropriate under the circumstances in their reasonable business judgment, promptly sue for infringement, misappropriation, dilution or other violation, seek injunctive relief where appropriate and recover any and all damages for such infringement, misappropriation, dilution or other violation, or take such other actions as the Grantors shall deem appropriate under the circumstances in their reasonable business judgment to protect such Intellectual Property. Each Grantor shall furnish to the Administrative Agent from time to time (but, unless an Event of Default has occurred and is continuing, no more frequently than quarterly) statements and schedules further identifying and describing the Intellectual Property as the Administrative Agent may reasonably request, all in reasonable detail and promptly upon request of the Administrative Agent, following receipt by the Administrative Agent of any such statements, schedules or reports, the Grantors shall modify this Agreement by amending Schedule II hereto to include any Intellectual Property, as the case may be, which becomes part of the Collateral under this Agreement and shall execute and authenticate such documents and do such acts as shall be necessary or, in the reasonable judgment of the Administrative Agent, desirable to subject such Intellectual Property and material Licenses to the Lien and security interest created by this Agreement (provided, that so long as no Event of Default has occurred or is continuing, no Grantor shall be required to make any filings or take any actions to record or perfect the Administrative Agent's security interest in any Intellectual Property other than the filing of UCC financing statements and documents effecting the recordation of such security interests in the United States Copyright Office, the United States Patent and Trademark Office, Companies House in the UK, the UK Intellectual Property Office and the corresponding Canadian agencies). Notwithstanding anything herein to the contrary, upon the occurrence and during the continuance of an Event of Default, no Grantor may abandon or otherwise permit any Intellectual Property to become invalid without the prior written consent of the Administrative Agent, and if any Intellectual Property is infringed, misappropriated, diluted or otherwise violated in any material respect by a third party, the Grantors will take such action as the Administrative Agent shall deem appropriate under the circumstances in its sole and absolute discretion to protect such Intellectual Property.

(ii) In the event any Grantor, either itself or through any agent, employee, licensee or designee, files an application for the registration of any Trademark or Copyright or the issuance of any Patent with the United States Patent and Trademark Office, the United States Copyright Office, or the UK Intellectual Property Office, as applicable, or in any similar office or agency of the United States or any country or any political subdivision thereof, it shall deliver to Administrative Agent notice of such filing in connection with the delivery of the financial statements required under Section 6.01(a)(ii) of the Credit Agreement. Upon request of the Administrative Agent, each Grantor shall execute, authenticate and deliver any and all assignments, agreements, instruments, documents and papers as the Administrative Agent may reasonably request to evidence the Administrative Agent's security interest hereunder in such Intellectual Property (provided, that, so long as no Event of Default has occurred or is continuing, no Grantor shall be required to make any filings or take any actions to record or perfect the Administrative Agent's security interest in any Intellectual Property other than the filing of UCC financing

statements and documents effecting the recordation of such security interests in the United States Copyright Office, the United States Patent and Trademark Office, Companies House in the UK, the UK Intellectual Property Office and the corresponding Canadian agencies) and the General Intangibles of such Grantor relating thereto or represented thereby, and each Grantor hereby appoints the Administrative Agent its attorney-in-fact to execute and/or authenticate and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed, and such power (being coupled with an interest) shall be irrevocable until the repayment of all of the Secured Obligations in full, the termination of all funding commitments (if any) under the Loan Documents, and the termination of each of the Loan Documents.

(i) Deposit, Commodities and Securities Accounts.

(i) Subject to the Credit Agreement, each Grantor shall cause each bank and other financial institution referred to in Schedule IV hereto to execute and deliver to the Administrative Agent a control agreement, in form and substance reasonably satisfactory to the Administrative Agent, duly executed by such Grantor and such bank or financial institution, or enter into other arrangements in form and substance reasonably satisfactory to the Administrative Agent. No Grantor shall make or maintain any Deposit Account, Commodity Account or Securities Account except for the accounts set forth in Schedule IV hereto, provided that, so long as no Event of Default has occurred or is continuing, Grantor may open a Deposit Account, Commodity Account or Securities Account if concurrently with the opening of such Deposit Account, Commodity Account or Securities Account, such Grantor delivers to the Administrative Agent a control agreement in form and substance reasonably satisfactory to the Administrative Agent with respect to such Deposit Account, Commodity Account or Securities Account. The provisions of this paragraph 5(i)(i) shall not apply to Excluded Accounts.

(ii) Without in any way limiting the immediately preceding clause (i), upon request by Administrative Agent, each Grantor shall establish lock-box or blocked accounts (collectively, "Blocked Accounts") in such Grantor's name with such banks as are reasonably acceptable to Administrative Agent ("Collecting Banks"), subject to irrevocable instructions in a form specified by Administrative Agent, to which the obligors of all Accounts shall directly remit all payments on Accounts and in which such Grantor will immediately deposit all cash payments for Inventory or other cash payments constituting proceeds of Collateral in the identical form in which such payment was made, whether by cash or check. In addition, Administrative Agent, for the benefit of Administrative Agent and Lenders, may establish one or more depository accounts at each Collecting Bank or at a centrally located bank in the name of Administrative Agent or such Grantor as customer (collectively, the "Depository Account"). From and after receipt by any Collecting Bank of written notice from Administrative Agent to such Collecting Bank that an Event of Default has occurred and is continuing, all amounts held or deposited in the Blocked Accounts held by such Collecting Bank shall be transferred to the Depository Account. Subject to the foregoing, each Grantor hereby agrees that all payments received by Administrative Agent or any Lender whether by cash, check, wire transfer or any other instrument, made to such Blocked Accounts or otherwise received

by Administrative Agent or any Lender and whether on the Accounts or as Proceeds of other Collateral or otherwise will be the sole and exclusive property of Lenders. Each Grantor, and any of its Affiliates, employees, agents and other Persons acting for or in concert with such Grantor shall, acting as trustee for Administrative Agent and Lenders, receive, as the sole and exclusive property of Lenders, any moneys, checks, notes, drafts or other payments relating to and/or constituting proceeds of Accounts or other Collateral which come into the possession or under the control of such Grantor or any Affiliates, employees, agent, or other Persons acting for or in concert with such Grantor, and immediately upon receipt thereof, such Grantor or such Persons shall deposit the same or cause the same to be deposited in kind, in a Blocked Account. The provisions of this paragraph 5(i)(ii) shall not apply to Excluded Accounts.

(j) Titled Collateral.

(i) Each Grantor shall (a) cause all Collateral now owned or hereafter acquired by any Grantor, which under applicable law are required to be registered, to be properly registered in the name of such Grantor, (b) cause all Collateral now owned or hereafter acquired by any Grantor, the ownership of which under applicable law, is evidenced by a certificate of title or ownership (referred to herein as “Titled Collateral”), to be properly titled in the name of such Grantor, and (c) to the extent the fair market value of any Titled Collateral of any Grantor as of the Second Restatement Effective Date exceeds \$1,000,000 individually, cause the Administrative Agent’s Lien to be noted thereon and deliver to the Administrative Agent (or its custodian) originals of all such certificates of title or ownership for such Titled Collateral.

(ii) Upon the acquisition after the date hereof by any Grantor of any Titled Collateral (other than an item of Equipment to be acquired that is subject to a purchase money security interest permitted by Section 6.02(a) of the Credit Agreement) the value of which exceeds \$1,000,000 individually, such Grantor shall cause the Administrative Agent’s Lien to be noted on such certificate of title or ownership and deliver to the Administrative Agent (or its custodian) originals of all such certificates of title or ownership for such Titled Collateral.

(iii) Each Grantor hereby appoints the Administrative Agent as its attorney-in-fact, effective the date hereof and terminating upon the termination of this Agreement, for the purpose of (A) executing on behalf of such Grantor title or ownership applications for filing with appropriate state agencies to enable Titled Collateral to be retitled and the Administrative Agent listed as lienholder thereof, (B) filing such applications with such state agencies, and (C) executing such other documents and instruments on behalf of, and taking such other action in the name of, such Grantor as the Administrative Agent may deem necessary or advisable to accomplish the purposes hereof (including, without limitation, for the purpose of creating in favor of the Administrative Agent a perfected Lien on such Titled Collateral and exercising the rights and remedies of the Administrative Agent hereunder). This appointment as attorney-in-fact is coupled with an interest and is irrevocable until all of the Secured Obligations are paid in full and all funding commitments (if any) under the Loan Documents have terminated.

(iv) If an Event of Default has occurred or is continuing, upon the request of Administrative Agent, with respect to motor vehicles, any certificates of title or ownership delivered pursuant to the terms hereof shall be accompanied by odometer statements for each motor vehicle covered thereby.

(v) So long as no Event of Default shall have occurred and be continuing, upon the request of any Grantor, the Administrative Agent shall execute and deliver to such Grantor such instruments as such Grantor shall reasonably request to remove the notation of the Administrative Agent as lienholder on any certificate of title for any Titled Collateral; provided that any such instruments shall be delivered, and the release effective, only upon receipt by the Administrative Agent of a certificate from such Grantor, stating that such Titled Collateral, the Lien on which is to be released, is to be sold or has suffered a casualty loss (with title thereto passing to the casualty insurance company therefor in settlement of the claim for such loss), the amount that such Grantor will receive as sale proceeds or insurance proceeds and whether or not such sale proceeds or insurance proceeds are required by Section 2.05 of the Credit Agreement to be paid to the Administrative Agent to be applied to the Secured Obligations and, to the extent required by Section 2.05 of the Credit Agreement, any proceeds of such sale or casualty loss shall be paid to the Administrative Agent hereunder to be applied to the Secured Obligations then outstanding.

(k) Control. Each Grantor hereby agrees to take any or all action that may be necessary or desirable or that the Administrative Agent may reasonably request in order for the Administrative Agent to obtain Control in accordance with Sections 9-104, 9-105, 9-106 and 9-107 of the Code with respect to the following Collateral: (i) Deposit Accounts (other than Excluded Accounts), (ii) Electronic Chattel Paper, (ii) Investment Property and (iii) Letter-of-Credit Rights, in each case if form and substance acceptable to Administrative Agent.

(l) Reserved.

(m) Corporate or Name Change. Each Grantor will give Administrative Agent at least twenty (20) days' prior written notice of any change in such Grantor's name, identity, mailing address, jurisdiction of organization or corporate structure. With respect to any such change, the applicable Grantor will promptly execute and deliver such instruments, documents and notices and take such actions, as Administrative Agent deems necessary or desirable to create, perfect and protect the security interests of Administrative Agent in the Collateral.

(n) Instruments. Each Grantor will deliver to Administrative Agent all Instruments duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance reasonably satisfactory to Administrative Agent. Each Grantor will also deliver to Administrative Agent all security agreements securing any Instruments and execute Uniform Commercial Code financing statement amendments assigning to Administrative Agent any Uniform Commercial Code financing statements filed by such Grantor in connection with such security agreements. The provisions of this paragraph 5(n) shall not apply to any Instruments forming part of the Excluded Property.

(o) Chattel Paper. Each Grantor will deliver to Administrative Agent all Tangible Chattel Paper with a value in excess of \$1,000,000 duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance reasonably satisfactory to Administrative Agent. Each Grantor will also deliver to Administrative Agent all security agreements securing such Chattel Paper and execute Uniform Commercial Code financing statement amendments assigning to Administrative Agent any Uniform Commercial Code financing statements filed by such Grantor in connection with such security agreements. Each Grantor will mark conspicuously all Chattel Paper with a legend, in form and substance reasonably satisfactory to Administrative Agent, indicating that such Chattel Paper is subject to the security interests granted pursuant to this Agreement. The provisions of this paragraph 5(o) shall not apply to any Chattel Paper forming part of the Excluded Property.

(p) Letters of Credit. Each Grantor will deliver to Administrative Agent all Letters of Credit duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance reasonably satisfactory to Administrative Agent. Each Grantor will also deliver to Administrative Agent all security agreements securing any Letters of Credit and execute Uniform Commercial Code financing statement amendments assigning to Administrative Agent any Uniform Commercial Code financing statements filed by such Grantor in connection with such security agreements. The provisions of this paragraph 5(p) shall not apply to any Letters of Credit forming part of the Excluded Property.

(q) General Intangibles. Each Grantor shall use commercially reasonable efforts to obtain any consents, waivers or agreements necessary to enable Administrative Agent to exercise remedies hereunder and under the other Loan Documents with respect to any of such Grantor's rights under any General Intangibles, including such Grantor's rights as a licensee of Software.

(r) Collateral Description. Each Grantor will furnish to Administrative Agent, from time to time upon reasonable request, statements and schedules further identifying, updating, and describing the Collateral and such other information, reports and evidence concerning the Collateral (and in particular the Accounts) as Administrative Agent may reasonably request, all in reasonable detail.

(s) Use of Collateral. No Grantor will use or permit any Collateral to be used unlawfully or in material violation of any provision of applicable law, or any policy of insurance covering any of the Collateral.

(t) Records of Collateral. Each Grantor shall keep in all material respects complete and accurate books and records relating to its respective portion of the Collateral and shall stamp or otherwise mark such books and records in such manner as Administrative Agent may reasonably request indicating that the Collateral is subject to the security interests granted to Administrative Agent under this Agreement.

(u) Federal Claims. Each Grantor shall notify Administrative Agent of any Collateral with a value in excess of \$1,000,000 in the aggregate which constitutes a claim against the United States government or any instrumentality or agency thereof, the assignment of which claim is restricted by federal law. Upon the request of Administrative Agent, each Grantor shall

take such steps as may be necessary to comply with any applicable federal assignment of claims laws and other comparable laws.

Section 6. Additional Provisions Concerning the Collateral.

(a) Each Grantor hereby (i) authorizes the Administrative Agent to file one or more financing or continuation statements, and amendments thereto, relating to the Collateral and describing the Collateral as “all assets” of each Grantor (or words of similar effect) and (ii) ratifies such authorization to the extent that the Administrative Agent has filed any such financing or continuation statements, or amendments thereto, prior to the date hereof. A photocopy or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(b) Each Grantor hereby irrevocably appoints the Administrative Agent as its attorney-in-fact and proxy, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time following an Event of Default in the Administrative Agent’s discretion, to take any action and to execute any instrument which the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement (subject to the rights of a Grantor under Section 5 hereof), including, without limitation, (i) to obtain and adjust insurance required to be paid to the Administrative Agent pursuant to Section 5(e) hereof, (ii) to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any Collateral, (iii) to receive, endorse, and collect any drafts or other Instruments, Documents and Chattel Paper in connection with clause (i) or (ii) above, (iv) to file any claims or take any action or institute any proceedings which the Administrative Agent may deem necessary or desirable for the collection of, or to preserve the value of, any Collateral or otherwise to enforce the rights of the Administrative Agent and the Lenders with respect to any Collateral, (v) to execute assignments, licenses and other documents to enforce the rights of the Administrative Agent and the Lenders with respect to any Collateral, (vi) to pay or discharge taxes or Liens levied or placed upon the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Administrative Agent in its sole discretion, and such payments made by Administrative Agent to become obligations of such Grantor to Administrative Agent, due and payable immediately without demand, (vii) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, assignments, verifications and notices in connection with Accounts, Chattel Paper and other documents relating to the Collateral and (viii) generally to take any act required of such Grantor by Section 5 and to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Administrative Agent were the absolute owner thereof for all purposes, and to do, at Administrative Agent’s option and such Grantor’s expense, at any time or from time to time, all acts and things that Administrative Agent deems necessary to protect, preserve or realize upon the Collateral. This power is coupled with an interest and is irrevocable until all of the Secured Obligations (other than unasserted indemnification obligations) are paid in full and all funding commitments (if any) under the Loan Documents have terminated.

(c) For the purpose of enabling the Administrative Agent to exercise rights and remedies hereunder, solely upon the occurrence and during the continuance of an Event of

Default, at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, each Grantor hereby grants to the Administrative Agent, to the extent assignable, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to any Grantor) to use, assign, license or sublicense any Intellectual Property now owned or hereafter acquired by any Grantor, wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof, but with respect to Trademarks subject to reasonable quality control by such Grantor. Notwithstanding anything contained herein to the contrary, but subject to the provisions of the Credit Agreement that limit the right of a Grantor to dispose of its property and Section 5(h) hereof, so long as no Event of Default shall have occurred and be continuing, each Grantor may exploit, use, enjoy, protect, license, sublicense, assign, sell, dispose of or take other actions with respect to the Intellectual Property in the ordinary course of its business. In furtherance of the foregoing, unless an Event of Default shall have occurred and be continuing, the Administrative Agent shall from time to time, upon the request of a Grantor, execute and deliver any instruments, certificates or other documents, in the form so requested, which such Grantor shall have certified are appropriate (in such Grantor's judgment) to allow it to take any action permitted above (including relinquishment of the license provided pursuant to this clause (c) as to any Intellectual Property). Further, upon the payment in full of all of the Secured Obligations and the termination of all funding commitments (if any) under the Loan Documents, the Administrative Agent (subject to Section 12 hereof) shall release and reassign to the Grantors all of the Administrative Agent's right, title and interest in and to the Intellectual Property, and the Licenses, all without recourse, representation or warranty whatsoever. The exercise of rights and remedies hereunder by the Administrative Agent shall not terminate the rights of the holders of any licenses or sublicenses theretofore granted by any Grantor in accordance with the second sentence of this clause (c). Each Grantor hereby releases the Administrative Agent from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Administrative Agent under the powers of attorney granted herein other than actions taken or omitted to be taken through the Administrative Agent's gross negligence, bad faith or willful misconduct, as determined by a final determination of a court of competent jurisdiction.

(d) Upon the occurrence and during the continuance of an Event of Default, if any Grantor fails to perform any agreement contained herein, the Administrative Agent may itself perform, or cause performance of, such agreement or obligation, in the name of such Grantor or the Administrative Agent, and the expenses of the Administrative Agent incurred in connection therewith shall be jointly and severally payable by the Grantors pursuant to Section 8 hereof and shall be secured by the Collateral.

(e) The powers conferred on the Administrative Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Administrative Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Administrative Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which it accords its own property.

Administrative Agent shall not be liable or responsible for any loss or damage to any of the Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehouseman, carrier, forwarding agency, consignee or other agent or bailee selected by Administrative Agent in good faith.

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

Section 7. Remedies Upon Default. If any Event of Default shall have occurred and be continuing:

(a) The Administrative Agent may exercise in respect of the Collateral, in addition to any other rights and remedies provided for herein or otherwise available to it, all of the rights and remedies of a secured party upon default under the Code (whether or not the Code applies to the affected Collateral), and also may (i) take absolute control of the Collateral, including, without limitation, transfer into the Administrative Agent's name or into the name of its nominee or nominees (to the extent the Administrative Agent has not theretofore done so) and thereafter receive, for the benefit of the Administrative Agent, all payments made thereon, give all consents, waivers and ratifications in respect thereof and otherwise act with respect thereto as though it were the outright owner thereof, (ii) require each Grantor to, and each Grantor hereby agrees that it will at its expense and upon the reasonable request of the Administrative Agent forthwith, assemble all or part of the Collateral as directed by the Administrative Agent and make it available to the Administrative Agent at a place or places to be designated by the Administrative Agent that is reasonably convenient to both parties (in which event such Grantor shall, at its own expense, forthwith cause the same to be moved to the place or places so designated by Administrative Agent and thereby delivered to Administrative Agent, store and keep any Collateral so delivered to Administrative Agent at such place or places pending further action by Administrative Agent, and, while Collateral shall be so stored and kept, provide such guards and maintenance services as shall be necessary to protect the same and to preserve and maintain the Collateral in good condition), and the Administrative Agent may enter into and occupy any premises owned or leased by any Grantor where the Collateral or any part thereof is located or assembled for a reasonable period in order to effectuate the Administrative Agent's rights and remedies hereunder or under law, without obligation to any Grantor in respect of such occupation, (iii) without notice except as specified below and without any obligation to prepare or process the Collateral for sale, (A) sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as the Administrative Agent may deem commercially reasonable and/or (B) lease, license or otherwise dispose of the Collateral or any part thereof upon such terms as the Administrative Agent may

deem commercially reasonable, and (iv) withdraw all cash in the Depository Accounts and apply such monies in payment of the Secured Obligations. Each Grantor agrees that, to the extent notice of sale or any other disposition of the Collateral shall be required by law, at least ten (10) days' notice to a Grantor of the time and place of any public sale or the time after which any private sale or other disposition of the Collateral is to be made shall constitute reasonable notification. The Administrative Agent shall not be obligated to make any sale or other disposition of Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor hereby waives any claims against the Administrative Agent and the Lenders arising by reason of the fact that the price at which the Collateral may have been sold at a private sale was less than the price which might have been obtained at a public sale or was less than the aggregate amount of the Secured Obligations, even if the Administrative Agent accepts the first offer received and does not offer the Collateral to more than one offeree, and waives all rights that such Grantor may have to require that all or any part of the Collateral be marshalled upon any sale (public or private) thereof. Each Grantor hereby acknowledges that (i) any such sale of the Collateral by the Administrative Agent shall be made without warranty, (ii) the Administrative Agent may specifically disclaim any warranties of title, possession, quiet enjoyment or the like, (iii) the Administrative Agent may bid (which bid may be, in whole or in part, in the form of cancellation of indebtedness), if permitted by law, for the purchase, lease, license or other disposition of the Collateral or any portion thereof for the account of Administrative Agent (on behalf of Lenders) and (iv) such actions set forth in clauses (i), (ii) and (iii) above shall not adversely effect the commercial reasonableness of any such sale of the Collateral. In addition to the foregoing, (i) upon written notice to any Grantor from the Administrative Agent, each Grantor shall cease any use of the Intellectual Property or any trademark, patent or copyright similar thereto for any purpose described in such notice; (ii) the Administrative Agent may, at any time and from time to time, upon ten (10) days' prior notice to any Grantor, license, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any of the Intellectual Property, throughout the universe for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine; and (iii) the Administrative Agent may, at any time, pursuant to the authority granted in Section 6 hereof (such authority being effective upon the occurrence and during the continuance of an Event of Default), execute and deliver on behalf of a Grantor, one or more instruments of assignment of the Intellectual Property (or any application or registration thereof), in form suitable for filing, recording or registration in any country.

(b) Any cash held by the Administrative Agent as Collateral and all Cash Proceeds received by the Administrative Agent in respect of any sale of or collection from, or other realization upon, all or any part of the Collateral may, in the discretion of the Administrative Agent, be held by the Administrative Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Administrative Agent pursuant to Section 8 hereof) in whole or in part by the Administrative Agent against, all or any part of the Secured Obligations in such order as the Administrative Agent shall elect, consistent with the provisions of the Credit Agreement. Any surplus of such cash or Cash Proceeds held by the Administrative Agent and remaining after payment in full of all of the Secured Obligations and termination of all funding commitments (if any) under the Loan Documents shall be paid

over to whomsoever shall be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct.

(c) In the event that the proceeds of any such sale, collection or realization are insufficient to pay all amounts to which the Administrative Agent and the Lenders are legally entitled, the Grantors shall be jointly and severally liable for the deficiency, together with interest thereon at the highest rate specified in any applicable Loan Document for interest on overdue principal thereof or such other rate as shall be fixed by applicable law, together with the costs of collection and the reasonable fees, costs, expenses and other client charges of any attorneys employed by the Administrative Agent to collect such deficiency.

(d) Each Grantor hereby acknowledges that if the Administrative Agent complies with any applicable state, provincial, or federal law requirements in connection with a disposition of the Collateral, such compliance will not adversely affect the commercial reasonableness of any sale or other disposition of the Collateral.

(e) The Administrative Agent shall not be required to marshal any present or future collateral security (including, but not limited to, this Agreement and the Collateral) for, or other assurances of payment of, the Secured Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of the Administrative Agent's rights hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. To the extent that any Grantor lawfully may, such Grantor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Administrative Agent's rights under this Agreement or under any other instrument creating or evidencing any of the Secured Obligations or under which any of the Secured Obligations is outstanding or by which any of the Secured Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, each Grantor hereby irrevocably waives the benefits of all such laws.

(f) Administrative Agent or its agents or attorneys shall have the right without notice or demand or legal process (unless the same shall be required by applicable law), personally, or by agents or attorneys, (i) to enter upon, occupy and use any premises owned or leased by any Grantor or where the Collateral is located (or is believed to be located) until the Secured Obligations are paid in full without any obligation to pay rent to such Grantor, to render the Collateral useable or saleable and to remove the Collateral or any part thereof therefrom to the premises of Administrative Agent or any agent of Administrative Agent for such time as Administrative Agent may desire in order to effectively collect or liquidate the Collateral and use in connection with such removal any and all services, supplies and other facilities of such Grantor; (ii) to take possession of such Grantor's original books and records, to obtain access to such Grantor's data processing equipment, computer hardware and Software relating to the Collateral and to use all of the foregoing and the information contained therein in any manner Administrative Agent deems appropriate; and (iii) to notify postal authorities to change the address for delivery of such Grantor's mail to an address designated by Administrative Agent and to receive, open and dispose of all mail addressed to such Grantor.

(g) Each Grantor hereby irrevocably authorizes and empowers Administrative Agent, without limiting any other authorizations or empowerments contained in any of the other Loan Documents, to assert, either directly or on behalf of each Grantor, any claims any Grantor may have, from time to time, against any other party to any of the agreements to which such Grantor is a party or to otherwise exercise any right or remedy of such Grantor under any such agreements (including, without limitation, the right to enforce directly against any party to any such agreement all of such Grantor's rights thereunder, to make all demands and give all notices and to make all requests required or permitted to be made by such Grantor thereunder).

Section 8. Indemnity and Expenses.

(a) Each Grantor, jointly and severally, agrees to indemnify and hold harmless the Administrative Agent (and all of its affiliates, officers, directors, employees, attorneys, consultants, and agents) from and against any and all losses, damages, liabilities, obligations, penalties, fees, reasonable costs and expenses (including reasonable attorneys' fees, costs and expenses) to the extent that they arise out of, or otherwise result from, this Agreement (including, without limitation, enforcement of this Agreement), in accordance with the terms of Sections 8.05 and 10.14 of the Credit Agreement.

(b) Each Grantor, jointly and severally, agrees to pay to the Administrative Agent, upon demand, the amount of any and all costs and expenses, including, without limitation, the reasonable fees and disbursements of the Administrative Agent's counsel and of any experts and agents, which the Administrative Agent may incur in connection with (i) the negotiation, preparation, execution, delivery, performance, recordation, administration, amendment, waiver, or other modification or termination of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any Collateral, (iii) the exercise or enforcement of any of the rights of the Administrative Agent hereunder, or (iv) the failure by any Grantor to perform or observe any of the provisions hereof, in accordance with Section 10.03 of the Credit Agreement.

(c) The indemnification and payment for all of the foregoing losses, damages, fees, costs and expenses are chargeable against the Loan Account. To the extent that the undertaking to indemnify, pay and hold harmless set forth in this Section 8 may be unenforceable because it is violative of any law or public policy, each Grantor shall, jointly and severally, contribute the maximum portion which it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all such matters incurred by the indemnified Persons. The indemnities and payment provisions set forth in this Section 8 shall survive the repayment of the Secured Obligations and discharge of any Liens granted hereunder or any other Loan Document.

Section 9. Notices, Etc. Any notices and other communications provided for hereunder shall be made pursuant to, and in accordance with, and to the contact information provided in, Section 10.01 of the Credit Agreement or, as to each such party, at such other address as shall be designated by such party in a written notice to the other parties hereto complying as to delivery with the terms of Section 10.01 of the Credit Agreement. All such communications shall be, and shall be deemed to be, effective in accordance with, and pursuant to, the terms of Section 10.01 of the Credit Agreement.

Section 10.Grantors Remain Liable. Anything herein to the contrary notwithstanding: (a) each Grantor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed; (b) the exercise by Administrative Agent of any of the rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral; (c) neither Administrative Agent nor any Lender shall have any obligation or liability under the contracts and agreements included in the Collateral by reason of this Agreement, nor shall Administrative Agent nor any Lender be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder; and (d) neither Administrative Agent nor any Lender shall have any liability in contract or tort for any Grantor's acts or omissions.

Section 11.Security Interest Absolute. All rights of the Administrative Agent and the Lenders, all Liens and security interests, and all obligations of each of the Grantors hereunder shall be absolute and unconditional irrespective of: (i) any lack of validity or enforceability of the Credit Agreement, the other Loan Documents, or any other agreement or instrument relating thereto, (ii) any change in the time, manner, or place of payment of, or in any other term in respect of, all or any of the Secured Obligations, or any other amendment or waiver of, or consent to, any departure from the Credit Agreement or any other Loan Document, (iii) any exchange or release of, or non-perfection of any Lien on any Collateral, or any release or amendment or waiver of, or consent to departure from, any guaranty (including, without limitation, any Guaranty) for all or any of the Secured Obligations, (iv) the insolvency of any Loan Party or Grantor, or (v) any other circumstance which might otherwise constitute a defense available to, or a discharge of, any of the Grantors in respect of the Secured Obligations.

Section 12.Reinstatement. If, at any time, all or any part of any payment applied by the Administrative Agent to any of the Secured Obligations is or must be rescinded or returned by the Administrative Agent or any Lender for any reason whatsoever (including, without limitation, as a preference, fraudulent conveyance, or otherwise under any insolvency, bankruptcy, reorganization, or assignment for the benefit of creditors), such Secured Obligations shall, for the purposes hereof, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Administrative Agent, and this Agreement shall continue to be effective or be reinstated, as the case may be, as to such Secured Obligations, all as though such application by the Administrative Agent had not been made; it being further understood that in the event payment of all or any part of the Secured Obligations is rescinded or must be restored or returned, all reasonable out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by the Administrative Agent in defending and enforcing such reinstatement shall be deemed to be included as a part of the Secured Obligations.

Section 13.Miscellaneous.

(a) No amendment of any provision of this Agreement shall be effective unless it is in writing and signed by each Grantor and the Administrative Agent, and no waiver of any provision of this Agreement, and no consent to any departure by any Grantor therefrom, shall be effective unless it is in writing and signed by each Grantor and the Administrative Agent, and

then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

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

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

(d) All representations and warranties of the Grantors contained in this Agreement shall survive the execution and delivery of this Agreement.

(e) This Agreement shall create a continuing, first-priority security interest in, and Lien on (subject only to any Permitted Liens, if any (including, for the avoidance of doubt, Liens created or purported to be created pursuant to any UK Security Document)), the Collateral and shall (i) remain in full force and effect until the later of (A) the payment in full of the Secured Obligations (other than unasserted indemnification obligations) and (B) the termination of all funding commitments (if any) under the Loan Documents, and (ii) be binding on each Grantor and all other Persons who become bound to this Agreement and shall inure, together with all rights and remedies of the Administrative Agent and the Lenders hereunder, to the benefit of the Administrative Agent and the Lenders and their respective permitted successors, transferees and assigns. Without limiting the generality of clause (ii) of the immediately preceding sentence, to the extent permitted under the Credit Agreement, the Administrative Agent and the Lenders may assign or otherwise transfer their rights and obligations under this Agreement and any other Loan Document, to any other Person and such other Person shall thereupon become vested with all of the benefits in respect thereof granted to the Administrative Agent and the Lenders herein or otherwise. Upon any such assignment or transfer, all references in this Agreement to the Administrative Agent or any such Lender shall mean the assignee of the Administrative Agent or such Lender. None of the rights or obligations of any Grantor hereunder may be assigned or otherwise transferred without the prior written consent of the Administrative Agent, and any such assignment or transfer shall be null and void.

(f) Upon the payment in full of the Secured Obligations (other than unasserted indemnification obligations) and the termination of all funding commitments (if any) under the Loan Documents, (i) this Agreement and the security interests and Liens created hereby shall terminate and all rights to the Collateral shall revert to the Grantors and (ii) the Administrative Agent will, upon the Grantors' request and at the Grantors' expense, (A) return to the Grantors

such of the Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof and (B) execute and deliver to the Grantors, without recourse, representation or warranty, such documents as the Grantors shall reasonably request to evidence such termination.

(g) Notwithstanding any other provision of this Agreement, no breach or default shall arise under this Agreement or any other Loan Document as a result of the execution of or the existence of any Lien created (or purported to be created) under the UK Security Documents or this Agreement and the terms of the UK Security Documents, this Agreement and the other Loan Documents shall be construed accordingly so that there shall be no such breach or default. Provided that a UK Grantor is in compliance with the terms of the UK Security Documents (including, without limitation, any obligation to deliver or deposit any deeds, documents of title, certificates, evidence of ownership or related documentation, to give any notice or to carry out any registration or filing (other than the registration of this Agreement at Companies House in the UK (if applicable)) then to the extent that the terms of this Agreement impose the same or substantially the same obligation in respect of the same assets, that UK Grantor will be deemed to have complied with the relevant obligations herein by virtue of its compliance under the relevant UK Security Documents.

(h) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN NEW YORK, EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

(i) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY DOCUMENT RELATED HERETO SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HERETO HEREBY ACCEPTS GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. EACH PLEDGOR HEREBY IRREVOCABLY APPOINTS THE SECRETARY OF STATE OF THE STATE OF NEW YORK AS ITS AGENT FOR SERVICE OF PROCESS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING AND FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS AND IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO SUCH PARTY AT ITS ADDRESS FOR NOTICES AS SET FORTH IN SECTION 9 OR TO THE SECRETARY OF STATE OF THE STATE OF NEW YORK, SUCH SERVICE TO BECOME EFFECTIVE TEN (10) DAYS AFTER SUCH MAILING. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE PLEDGEE AND THE LENDERS TO SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY PLEDGOR OR ANY PLEDGED COLLATERAL OF ANY PLEDGOR IN ANY OTHER JURISDICTION.

EACH PARTY HERETO HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ANY PARTY HERETO HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

(j) EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, OR UNDER ANY AMENDMENT, WAIVER, CONSENT, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDINGS OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH GRANTOR CERTIFIES THAT NO OFFICER, REPRESENTATIVE, AGENT OR ATTORNEY OF ADMINISTRATIVE AGENT OR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IT WOULD NOT, IN THE EVENT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM, SEEK TO ENFORCE THE FOREGOING WAIVERS. EACH PARTY HERETO HEREBY ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR SUCH PERSON'S ENTERING INTO THE LOAN DOCUMENTS.

(k) Each Grantor irrevocably and unconditionally waives any right it may have to claim or recover in any legal action, suit or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

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

(m) This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together constitute one in the same Agreement.

(n) All of the Secured Obligations of the Grantors hereunder are joint and several. The Administrative Agent may, in its sole and absolute discretion, enforce the provisions hereof against any of the Grantors and shall not be required to proceed against all Grantors jointly or seek payment from the Grantors ratably. In addition, the Administrative Agent may, in its sole and absolute discretion, select the Collateral of any one or more of the Grantors for sale or

application to the Secured Obligations, without regard to the ownership of such Collateral, and shall not be required to make such selection ratably from the Collateral owned by all of the Grantors. The release or discharge of any Grantor by the Administrative Agent shall not release or discharge any other Grantor from the obligations of such Person hereunder. Each Grantor hereby waives (to the fullest extent permitted by applicable law) any right of subrogation or interest in the Secured Obligations or the Collateral until all Secured Obligations have been paid in full in cash, all funding commitments (if any) under the Loan Documents have been terminated, and the Administrative Agent has no further obligations whatsoever under the Credit Agreement and the other Loan Documents.

(o) This Agreement embodies the entire agreement and understanding between each Grantor and the Administrative Agent with respect to the subject matter hereof and supersedes all prior oral and written agreements and understandings between each Grantor and the Administrative Agent relating to the subject matter hereof.

Section 14. Amendment and Restatement; No Novation.

(a) This Agreement amends and restates the Prior Security Agreement in its entirety and shall not be deemed to constitute a novation of the Prior Security Agreement or any of the obligations of the Grantors thereunder.

(b) The security interests, liens and pledges granted to Administrative Agent and the Lenders in the Prior Security Agreement are intended to be, and are, continued under this Agreement as the security interests granted to Administrative Agent and the Lenders as security for the Secured Obligations and shall not be eliminated or otherwise adversely affected by the execution and delivery of this Agreement.

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

**CPS PERFORMANCE MATERIALS
CORP.**

By: 
Name: Robert Nobile
Title: Chief Financial Officer

**CYALUME TECHNOLOGIES
HOLDINGS, INC.**

By: 
Name: Robert Nobile
Title: Chief Financial Officer

CT SAS HOLDINGS, INC.

By: 
Name: Robert Nobile
Title: Chief Financial Officer

CYALUME TECHNOLOGIES, INC.

By: 
Name: Robert Nobile
Title: Chief Financial Officer

**CYALUME SPECIALTY PRODUCTS,
INC.**

By: 
Name: Robert Nobile
Title: Chief Financial Officer

FAR RESEARCH, INC.

By: 
Name: Robert Nobile
Title: Chief Financial Officer

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


**CPS PERFORMANCE MATERIALS
INTERMEDIATE CORP.**

By: 
Name: Robert Nobile
Title: Chief Financial Officer

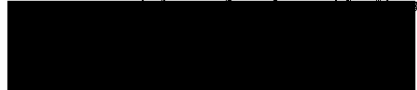
OCULUS PARENT, INC.

By: 
Name: Robert Nobile
Title: Chief Financial Officer

GEO SPECIALTY CHEMICALS, INC.

By: 
Name: Robert Nobile
Title: Chief Financial Officer

**GEO SPECIALTY CHEMICALS
HARRISON, LLC**

By: 
Name: Robert Nobile
Title: Chief Financial Officer

**GEO SPECIALTY CHEMICALS
LIMITED**

By: 
Name: Robert Nobile
Title: Chief Financial Officer

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

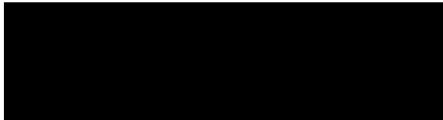
**CPS PERFORMANCE MATERIALS U.S.
ACQUISITION CORP.**

By: 
Name: Robert Nobile
Title: Chief Financial Officer


9430-1579 QUÉBEC INC.

By: 
Name: Robert Nobile
Title: Chief Financial Officer

**CPS PERFORMANCE MATERIALS TOPCO
LLC**

By: 
Name: Robert Nobile
Title: Chief Financial Officer

**CPS PERFORMANCE MATERIALS
HOLDINGS CORP.**

By: 
Name: Robert Nobile
Title: Chief Financial Officer

**GEO SPECIALTY CHEMICALS UK
LIMITED**

By: 
Name: Robert Nobile
Title: Director


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

Each of the undersigned hereby confirms that, immediately after the funding of the Loans on the Second Restatement Effective Date and the consummation of the Rutgers Acquisition, it hereby assumes all of the rights and obligations of a Grantor under this Agreement and hereby is joined to this Agreement as a Grantor.

HANDY CHEMICALS (U.S.A.) LTD.

By: 
Name: Anthony Lippl
Title: Chief Executive Officer

RUETGERS POLYMERS LTD.

By: 
Name: Anthony Lippl
Title: Chief Executive Officer

Accepted and Agreed to:

TWIN BROOK CAPITAL PARTNERS, LLC, as Administrative Agent

By:

Name: Drew Guyette

Title: Chief Credit Officer

SCHEDULE I

LEGAL NAMES; ORGANIZATIONAL IDENTIFICATION NUMBERS; STATES OR JURISDICTION OF ORGANIZATION

Loan Party	Jurisdiction of Organization	Organizational Number
CPS Performance Materials Corp.	Delaware	6498111
CPS Performance Materials Intermediate Corp.	Delaware	7529580
Cyalume Technologies Holdings, Inc.	Delaware	4002824
CT SAS Holdings, Inc.	Delaware	5735196
Cyalume Technologies, Inc.	Delaware	2734144
Cyalume Specialty Products, Inc.	Delaware	4997114
FAR Research, Inc.	Delaware	2443432
Oculus Parent, Inc.	Delaware	7471340
GEO Specialty Chemicals, Inc.	Ohio	818920
GEO Specialty Chemicals Limited	Ohio	1075279
GEO Specialty Chemicals Harrison, LLC	New Jersey	0600444992
CPS Performance Materials Holdings Corp.	Delaware	7583742
CPS PERFORMANCE MATERIALS TOPCO LLC	Delaware	4204839
CPS Performance Materials U.S. Acquisition Corp.	Delaware	4204766
Handy Chemicals (U.S.A.) LTD.	Delaware	2998159
RUETGERS POLYMERS LTD.	Québec	1142993287
9430-1579 Québec inc.	Québec	1176012954

SCHEDULE II

INTELLECTUAL PROPERTY

(i) Patents

Jurisdiction	Application No. / Filing Date	Publication No. / Publication Date	Patent No. / Issue Date	Title	Assignee
US	09/229,009 1/12/99	N/A	6,159,878 12/12/00	Layered reflecting and photoluminous fire resistant material	Cyalume Technologies, Inc.
US	09/252,301 2/18/99	N/A	6,106,129 8/22/00	Chemiluminescent device having particles with secondary fluorescer for enhance illumination	Cyalume Technologies, Inc.
US	10/508,384 9/20/04	US20050161646A1 7/28/05	7,883,646 2/8/2011	Thixotropic, porous, chemiluminescent reactant composition	Cyalume Technologies, Inc.
US	09/271,019 3/17/99	N/A	6,126,871 10/3/00	High output chemiluminescent light formulations: TRIETHYL CITRATE ACTIVATOR SOLVENT; DIMETHYL PHTHALATE, OXALATE ESTER, FLUORESCENT DYE, SODIUM PERBORATE AND SALICYCLIC ACID CATALYST; FLATTENING	Cyalume Technologies, Inc.
US	09/431,813 11/2/99	N/A	6,267,914 7/31/01	Variable chemiluminescent process and product	Cyalume Technologies, Inc.
US	09/691,527 10/18/00	N/A	6,569,786 5/27/03	Layered reflecting and photoluminous fire resistant material	Cyalume Technologies, Inc.
US	09/764,966 1/17/01	US20020093009A1 7/18/02	6,461,543 10/8/02	Chemiluminescent solution based on disubstituted perylene tetracarboxylic acids, their dianhydrides and diimides	Cyalume Technologies, Inc.
US	09/948,386 9/7/01	US20030048631A1 3/13/03	6,758,572 7/6/04	Chemiluminescent lighting element: Compartmentalized Flexible Tube	Cyalume Technologies, Inc.

Jurisdiction	Application No. / Filing Date	Publication No. / Publication Date	Patent No. / Issue Date	Title	Assignee
US	10/076,051 2/12/02	US20030155560A1 8/21/03	7,622,060 11/24/09	Formable, porous, chemiluminescent reactant composition and device therefor: Fluidized solid mixture; immobilization; porous, three-dimensional, hollow structure	Cyalume Technologies, Inc.
US	10/010,075 11/13/01	US20030102467A1 6/5/03	7,052,631 5/30/06	Degradable chemiluminescent process and product: Biodegradation; mixture of oxalic ester, peroxy compounds and solvent	Cyalume Technologies, Inc.
US	11/689,894 3/22/07	US20080229964A1 9/25/08	7,487,728 2/10/09	SMALL CALIBER CHEMILUMINESCENT MUNITIONS	Cyalume Technologies, Inc.
US	10/998,303 11/26/04	US20060114671A1 6/1/06	7,273,297 9/25/07	Novelty product with chemiluminescent and LED lighting system	Cyalume Technologies, Inc.
US	11/751,499 5/21/07	US20080291658A1 11/27/08	7,682,033 3/23/10	Polygonal chemiluminescent lighting device	Cyalume Technologies, Inc.
US	12/013,949 1/14/08	US20090179750A1 7/16/09	7,705,720 4/27/10	Self leveling warning light for vehicles	Cyalume Technologies, Inc.
US	60/972,042 9/13/07 --- 12/209,707 9/12/08	US2090072166A1 3/19/09	7,777,208 8/17/2010	Infra-red lighting system and device	Cyalume Technologies, Inc.
US	11/875,371 10/19/07	US20090103279A1 4/23/09	7,722,203 5/25/10	Evacuation station with multiple lightstick activation	Cyalume Technologies, Inc.
US	11/971,636 1/9/08	US20090175024A1 7/9/09	7,726,824 6/1/10	Chemiluminescent tactical illumination baton	Cyalume Technologies, Inc.

Jurisdiction	Application No. / Filing Date	Publication No. / Publication Date	Patent No. / Issue Date	Title	Assignee
US	61/083,026 7/23/08 --- 12/507,577 7/22/09	US20100022023A1 1/28/10	7,959,835 6/14/11	Pressure activatable chemiluminescent system useful for covert intrusion detection	Cyalume Technologies, Inc.
Australia	2009274016 7/22/09	N/A	200927401 6 8/27/15	Pressure activatable chemiluminescent system useful for covert intrusion detection	Cyalume Technologies, Inc.
Canada	2,731,729 7/22/09	N/A	2,731,729 11/1/16	Pressure activatable chemiluminescent system useful for covert intrusion detection	Cyalume Technologies, Inc.
China	200980129014.0 7/22/09	CN102105556A 6/22/11	ZL2009801 29014.0 12/17/14	Pressure activatable chemiluminescent system useful for covert intrusion detection	Cyalume Technologies, Inc.
Israel	210593 07/22/09	N/A	210593 12/31/14	Pressure activatable chemiluminescent system useful for covert intrusion detection	Cyalume Technologies, Inc.
Mexico	MX/a/2011/0008 85 7/22/09	N/A	314453 10/21/2013	Pressure activatable chemiluminescent system useful for covert intrusion detection	Cyalume Technologies, Inc.
Singapore	201100211-0 7/22/09	N/A	168154 8/30/13	Pressure activatable chemiluminescent system useful for covert intrusion detection	Cyalume Technologies, Inc.
Singapore	201305562-9 7/22/09		192542 1/31/17	Pressure activatable chemiluminescent system useful for covert intrusion detection	Cyalume Technologies, Inc.
South Africa	2011/00761 7/22/09	N/A	2011/00761 10/26/11	Pressure activatable chemiluminescent system useful for covert intrusion detection	Cyalume Technologies, Inc.
US	61/220,072 6/24/09 --- 12/822,657 6/24/10	US20100327240A1 12/30/2010	8,257,620 9/4/12	Blue/violet diphenylanthracene chemiluminescent fluorsceners	Cyalume Technologies, Inc.

Jurisdiction	Application No. / Filing Date	Publication No. / Publication Date	Patent No. / Issue Date	Title	Assignee
Australia	2010264403 6/24/10	N/A	201026440 3 10/22/15	Blue/violet diphenylanthracene chemiluminescent fluorescers	Cyalume Technologies, Inc.
Europe	10742624.9 6/24/10	2,445,987 5/2/12		Blue/violet diphenylanthracene chemiluminescent fluorescers	Cyalume Technologies, Inc.
India	9832/DELNP/20 11 6/24/10	N/A		Blue/violet diphenylanthracene chemiluminescent fluorescers	Cyalume Technologies, Inc.
Israel	216716 6/24/10	N/A	216716 9/1/15	Blue/violet diphenylanthracene chemiluminescent fluorescers	Cyalume Technologies, Inc.
Singapore	201108839-0 6/24/10	N/A	176617 8/29/14	Blue/violet diphenylanthracene chemiluminescent fluorescers	Cyalume Technologies, Inc.
South Africa	2011/09042 6/24/10	N/A	2011/09042 8/29/12	Blue/violet diphenylanthracene chemiluminescent fluorescers	Cyalume Technologies, Inc.
South Korea	10-2012-7001933 6/24/10	N/A	10-1795081- 0000 11/7/17	Blue/violet diphenylanthracene chemiluminescent fluorescers	Cyalume Technologies, Inc.
US	12/839,923 7/20/2010	US2012-0020050- A1 1/26/2012	8,376,561 2/19/13	Chemiluminescent grenade	Cyalume Technologies, Inc.
Europe (BE, CH, DE, ES, FR, GB, IE, IT, LI, LU, NL)	08701601.0 2/8/08	2,115,383 9/12/08	2,115,383 6/6/12	Non-lethal ballistic projectile with luminous marking of the impact area	Cyalume Technologies, Inc.
US	61/250,915 10/13/09 --- 12/903,726 10/12/10	US-2011-0084243- A1 --- 04/14/2011	8,361,352 1/29/13	Chemical light producing formulations and devices containing branched oxalate esters	Cyalume Technologies, Inc.

Jurisdiction	Application No. / Filing Date	Publication No. / Publication Date	Patent No. / Issue Date	Title	Assignee
Australia	2010306892 10/13/10	N/A	201030689 2 11/19/15	Chemical light producing formulations and devices containing branched oxalate esters	Cyalume Technologies, Inc.
Europe (BE, CH, CZ, DE, DK, EE, ES, FR, GB, HU, IE, IT, LI, LU, MC, MK, NL, PL, PT, SI, TR)	10768839.2 10/13/10	EP2488481 8/22/12		Chemical light producing formulations and devices containing branched oxalate esters	Cyalume Technologies, Inc.
Israel	219148 10/13/10	N/A	219148 1/30/16	Chemical light producing formulations and devices containing branched oxalate esters	Cyalume Technologies, Inc.
Japan	2012-534318 10/13/10	N/A	5756115 6/5/15	Chemical light producing formulations and devices containing branched oxalate esters	Cyalume Technologies, Inc.
Mexico	MX/a/2012/0044 29 10/13/10	N/A	335391 12/4/15	Chemical light producing formulations and devices containing branched oxalate esters	Cyalume Technologies, Inc.
Singapore	201202650-6 10/13/10	N/A	179939 11/4/14	Chemical light producing formulations and devices containing branched oxalate esters	Cyalume Technologies, Inc.
South Korea	10-2012-7012160 10/13/10	N/A		Chemical light producing formulations and devices containing branched oxalate esters	Cyalume Technologies, Inc.
US	61/228,861 7/27/09 --- 12/844,158 7/27/10	US20110017091A1 1/27/11	8,584,590 11/19/13	Combined thermal and chemiluminescent reaction system	Cyalume Technologies, Inc.
Australia	2010276480 7/27/10	N/A	201027648 0 1/8/15	Combined thermal and chemiluminescent reaction system	Cyalume Technologies, Inc.

Jurisdiction	Application No. / Filing Date	Publication No. / Publication Date	Patent No. / Issue Date	Title	Assignee
Europe (DE, ES, FR, GB)	10740085.5 7/27/10	EP2459674 6/6/2012	EP2459674 7/13/16	Combined thermal and chemiluminescent reaction system	Cyalume Technologies, Inc.
Israel	217704 7/27/10	N/A		Combined thermal and chemiluminescent reaction system	Cyalume Technologies, Inc.
Serbia	RS2016P000863 7/27/10	N/A	RS55289 3/31/17	Combined thermal and chemiluminescent reaction system	Cyalume Technologies, Inc.
Singapore	201200612-8 7/27/10	N/A	177773 9/30/13	Combined thermal and chemiluminescent reaction system	Cyalume Technologies, Inc.
United States	61/406,151 10/24/10 --- 13/279,956 10/24/11	US20120097063A1 4/26/12	8,584,591 11/19/13	Combined thermal and chemiluminescent reaction system	Cyalume Technologies, Inc.
Australia	2011320710 10/24/11	N/A	201132071 0 8/18/16	Combined thermal and chemiluminescent reaction system	Cyalume Technologies, Inc.
Canada	2,815,538 10/24/11	N/A		Combined thermal and chemiluminescent reaction system	Cyalume Technologies, Inc.
Europe (DE, ES, FR, GB, HU, MK, PT, TR)	11779050.1 10/24/11	EP2630215 8/28/13		Combined thermal and chemiluminescent reaction system	Cyalume Technologies, Inc.
Israel	225817 10/24/11	N/A		Combined thermal and chemiluminescent reaction system	Cyalume Technologies, Inc.
South Korea	10-2013-7013424 10/24/11	N/A		Combined thermal and chemiluminescent reaction system	Cyalume Technologies, Inc.

Jurisdiction	Application No. / Filing Date	Publication No. / Publication Date	Patent No. / Issue Date	Title	Assignee
Singapore	201303103-4 10/24/11	N/A	189980 10/23/15	Combined thermal and chemiluminescent reaction system	Cyalume Technologies, Inc.
US	61/406,152 10/24/10 --- 13/279,969 10/24/11	US20120097091A1 4/26/12	9,074,857 7/7/15	Multi-marker marking system	Cyalume Technologies, Inc.
Australia	2011323811 10/24/11	N/A	201132381 1 9/22/16	Multi-marker marking system	Cyalume Technologies, Inc.
Canada	2,815,539 10/24/11	N/A		Multi-marker marking system	Cyalume Technologies, Inc.
Europe	11779053.5 10/24/11	EP2630436 8/28/13	EP2630436 6/10/15	Multi-marker marking system	Cyalume Technologies, Inc.
Israel	225818 10/24/11	N/A		Multi-marker marking system	Cyalume Technologies, Inc.
South Korea	10-2013-7013278 10/24/11	N/A		Multi-marker marking system	Cyalume Technologies, Inc.
US	61/564,299 11/28/11 --- 13/686,294 11/27/12	US20130134356a1 5/30/13	9,074,131 7/7/15	Combined chemiluminescent and fluorescent powder marking system	Cyalume Technologies, Inc.
Australia	2012369958 11/27/12	N/A	201236995 8 11/24/16	Combined chemiluminescent and fluorescent powder marking system	Cyalume Technologies, Inc.
Canada	2,857,451 11/27/12	N/A		Combined chemiluminescent and fluorescent powder marking system	Cyalume Technologies, Inc.

Jurisdiction	Application No. / Filing Date	Publication No. / Publication Date	Patent No. / Issue Date	Title	Assignee
Mexico	MX/a/2014/0064 10 11/27/12	N/A		Combined chemiluminescent and fluorescent powder marking system	Cyalume Technologies, Inc.
Singapore	11201402589Q 11/27/12	N/A	112014025 89Q 9/13/16	Combined chemiluminescent and fluorescent powder marking system	Cyalume Technologies, Inc.
South Korea	10-2014-7014354 11/27/12	N/A		Combined chemiluminescent and fluorescent powder marking system	Cyalume Technologies, Inc.
US	14/294,014 6/2/14		9,090,821 7/28/15	Mixed catalyst systems and methods for chemiluminescent reactions	Cyalume Technologies, Inc.
Australia	2002251774 01/14/2002	N/A	200225177 4 07/12/2007	Chemiluminescent Solution based on Disubstituted Perylene Tetracarboxylic Acids, Their Dianhydrides and Diimides	Cyalume Technologies, Inc.
Canada	2478069 11/13/2002	N/A	2478069 05/15/2012	Degradable Chemiluminescent Process and Product	Cyalume Technologies, Inc.
Canada	2476317 01/23/2003	N/A	2476317 03/11/2014	Formable, Porous, Chemiluminescent Reactant Compositions and Device Therefor	Cyalume Technologies, Inc.
Canada	2435280 01/14/2002	N/A	2435280 08/10/2010	Chemiluminescent Solution Based on Disubstituted Perylene Tetracarboxylic Acids, Their Dianhydrides and Diimides	Cyalume Technologies, Inc.
Canada	2402334 03/08/2001	N/A	2402334 10/12/2010	Chemiluminescent Lighting Element	Cyalume Technologies, Inc.
Europe	14803554.6 06/02/2014	WO2014194332 06/01/2013	EP30048286 4/13/16	Broad Temperature Performance Chemiluminescent Systems and Methods	Cyalume Technologies, Inc.
United States	14/294,050 6/2/14		9,115,305 8/25/15	Broad temperature performance chemiluminescent systems and methods	Cyalume Technologies, Inc.

Jurisdiction	Application No. / Filing Date	Publication No. / Publication Date	Patent No. / Issue Date	Title	Assignee
Australia	2014273869 6/2/2014		2014273869 7/19/18	Broad temperature performance chemiluminescent systems and methods	Cyalume Technologies, Inc.
Singapore	SG11201509958U 6/2/2014		11201509958U 3/6/18	Broad temperature performance chemiluminescent systems and methods	Cyalume Technologies, Inc.
United States	14/294,058 6/2/14		9,115,306 8/25/15	Low temperature oxalate systems and methods for chemiluminescent reactions	Cyalume Technologies, Inc.
United States	14/294,031 6/2/2014	20140356975 12/4/14	N/A	Low temperature activator systems and methods for chemiluminescent reactions	Cyalume Technologies, Inc.
United States	16044302 7/24/2018	N/A	N/A	Light weight appliance to be used with smart devices to produce shortwave infrared emission	Cyalume Technologies, Inc.
United States	16044294 7/24/2018	N/A	N/A	Thin laminar material for producing short wave infrared emission	Cyalume Technologies, Inc.
United States	10/214467 08/07/2002		US 6774146 08/10/2004	Dispersant and Foaming Agent Combination	GEO Specialty Chemicals, Inc.
United States	11/049363 02/02/2005		US 7033432 04/25/2006	Dispersant and Foaming Agent Combination	GEO Specialty Chemicals, Inc.
United States	10/701801 11/05/2003		US 6929875 08/16/2005	Dispersant and Foaming Agent Combination	GEO Specialty Chemicals, Inc.
Canada	2494935 07/18/2003		CA 2494935 11/24/2009	Dispersant and Foaming Agent Combination	GEO Specialty Chemicals, Inc.
Canada	2676721 7/18/2003		CA 2676721 05/04/2010	Dispersant and Foaming Agent comprising naphthalene sulfonate and aldehyde condensate	GEO Specialty Chemicals, Inc.

Jurisdiction	Application No. / Filing Date	Publication No. / Publication Date	Patent No. / Issue Date	Title	Assignee
European Patent Register	3784773.8 01/12/2005		EP 1534413 12/03/2014	Dispersant and Foaming Agent comprising naphthalene sulfonate and aldehyde condensate	GEO Specialty Chemicals, Inc.
European Patent Register - Czech Republic	3784773.8 01/12/2005		EP-CZ 1534413 12/03/2014	Dispersant and Foaming Agent Combination	GEO Specialty Chemicals, Inc.
European Patent Register - Germany	3784773.8 01/12/2005		EP-DE 1534413 12/03/2014	Dispersant and Foaming Agent Combination	GEO Specialty Chemicals, Inc.
European Patent Register - France	3784773.8 01/12/2005		EP-FR 1534413 12/03/2014	Dispersant and Foaming Agent Combination	GEO Specialty Chemicals, Inc.
European Patent Register - United Kingdom	3784773.8 01/12/2005		EP-UK 1534413 12/03/2014	Dispersant and Foaming Agent Combination	GEO Specialty Chemicals, Inc.
United States	10/602405 06/23/2003		US 6869998 03/22/2005	Concrete or Cement Dispersant and Method of Use	GEO Specialty Chemicals, Inc.
United States	10/874502 06/23/2004		US 7271214 09/18/2007	Cement Dispersant and methods of making and using the same	GEO Specialty Chemicals, Inc.
Canada	2525791 11/14/2005		CA 2525791 08/18/2009	Cement Dispersant and methods of making and using the same	GEO Specialty Chemicals, Inc.
Mexico	2005/012864 11/29/2005		MX 259488 04/18/2008	Cement Dispersant and methods of making and using the same	GEO Specialty Chemicals, Inc.
Mexico	2008/001845 02/07/2008		MX 277768 08/10/2010	Cement Dispersant and methods of making and using the same	GEO Specialty Chemicals, Inc.

Jurisdiction	Application No. / Filing Date	Publication No. / Publication Date	Patent No. / Issue Date	Title	Assignee
European Patent Register	4755931.5 11/14/2005		EP 1636280 03/19/2008	Cement Dispersant and methods of making and using the same	GEO Specialty Chemicals, Inc.
European Patent Register - France	4755931.5 11/14/2005		EP-FR 1636280 03/19/2008	Cement Dispersant and methods of making and using the same	GEO Specialty Chemicals, Inc.
European Patent Register - Germany	4755931.5 11/14/2005		EP-DE 1636280 03/19/2008	Cement Dispersant and methods of making and using the same	GEO Specialty Chemicals, Inc.
European Patent Register - United Kingdom	4755931.5 11/14/2005		EP-GB 1636280 03/19/2008	Cement Dispersant and methods of making and using the same	GEO Specialty Chemicals, Inc.
United States	11/835441 08/08/2007		US 8623979 01/07/2014	Cement Dispersant and methods of making and using the same	GEO Specialty Chemicals, Inc.
United States	15/201998 07/05/2016		Pending	CHEMICAL ADDITIVES FOR GYPSUM WALLBOARD	GEO Specialty Chemicals, Inc.
United States	15/936775 03/27/2018		Pending	POLYCARBOXYLATE-Based Superplasticizer COMPOSITIONS AND METHODS OF USE	GEO Specialty Chemicals, Inc.
United States	16/559340 9/3/19			Vaginal speculum	Cyalume Technologies, Inc.
United States	14/294031 6/2/14			Low temperature activator systems and methods for chemiluminescent reactions	Cyalume Technologies, Inc.
United States	16/681122 ¹ 11/11/19			Low temperature activator systems and methods for chemiluminescent reactions	Cyalume Technologies, Inc.

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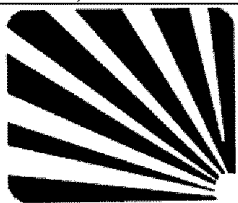
Jurisdiction	Application No. / Filing Date	Publication No. / Publication Date	Patent No. / Issue Date	Title	Assignee
United States	13/725,076 12/21/2012	20130206040 / 08/15/2013	US8652249	Amine sacrificial agents and methods and products using same	RUETGERS POLYMERS LTD.
United States	10/762,762 06/22/2004	20040206276 10/21/2004	7,485,184 02/03/2009	Sacrificial agents for fly ash concrete	HANDY CHEMICALS LIMITED
United States	12/364,380 02/02/2009	20090199742 08/13/2009	7,892,349 02/22/2011	Sacrificial agents for fly ash concrete	HANDY CHEMICALS LIMITED
United States	12/364,420 02/02/2009	20090199744 08/13/2009	7,892,350 02/22/2011	Sacrificial agents for fly ash concrete	HANDY CHEMICALS LIMITED
United States	12/364,403 02/02/2009	20090199743 08/13/2009	7,901,505 03/08/2011	Sacrificial agents for fly ash concrete	HANDY CHEMICALS LIMITED
United States	62/870,961 07/05/2019	N/A	Pending	PROCESS OF MAKING SULFONATED LIGNIN-BASED COMPOSITIONS, SULFONATED LIGNIN-BASED COMPOSITIONS SO-OBTAINED AND THEIR USE	RUETGERS POLYMERS LTD
Canada	CA2514190A 01/22/2004	CA2514190C 07/03/2012	CA2514190C 07/03/2012	Sacrificial agents for fly ash concrete	Handy Chemicals LTD., CA
European Patent Register - United Kingdom	080801888.2 09/06/2008	N/A	2188317 01/30/2013	Improved Process for Preparing Tinted Polymers	GEO Specialty Chemicals UK Limited
European Patent Register - Germany	080801888.2 09/06/2008	N/A	2188317 01/30/2013	Improved Process for Preparing Tinted Polymers	GEO Specialty Chemicals UK Limited
European Patent Register - Spain	080801888.2 09/06/2008	N/A	2188317 01/30/2013	Improved Process for Preparing Tinted Polymers	GEO Specialty Chemicals UK Limited

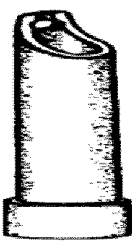
Jurisdiction	Application No. / Filing Date	Publication No. / Publication Date	Patent No. / Issue Date	Title	Assignee
European Patent Register - France	080801888.2 09/06/2008	N/A	2188317 01/30/2013	Improved Process for Preparing Tinted Polymers	GEO Specialty Chemicals UK Limited
European Patent Register - Hungary	080801888.2 09/06/2008	N/A	2188317 01/30/2013	Improved Process for Preparing Tinted Polymers	GEO Specialty Chemicals UK Limited
European Patent Register - Ireland	080801888.2 09/06/2008	N/A	2188317 01/30/2013	Improved Process for Preparing Tinted Polymers	GEO Specialty Chemicals UK Limited
European Patent Register - Italy	080801888.2 09/06/2008	N/A	2188317 01/30/2013	Improved Process for Preparing Tinted Polymers	GEO Specialty Chemicals UK Limited
China	200880106869.7 09/06/2008	N/A	101802030 04/24/2013	Improved Process for Preparing Tinted Polymers	GEO Specialty Chemicals UK Limited
Japan	2010-524385 9/6/2008	N/A	5584621 9/3/2014	Improved Process for Preparing Tinted Polymers	GEO Specialty Chemicals UK Limited
United States	15/324,740 07/09/2015	20170197995		Process for preparation of 3- methacryloxypropyldimethylchlorosilane in continuous flow reactor	GEO Specialty Chemicals UK Limited
European Patent Register	15738445.4 07/09/2015	N/A	3166952 6/6/2018	Process for preparation of 3- methacryloxypropyldimethylchlorosilane in continuous flow reactor	GEO Specialty Chemicals UK Limited
European Patent Register - Germany	15738445.4 07/09/2015	N/A	3166952 6/6/2018	Process for preparation of 3- methacryloxypropyldimethylchlorosilane in continuous flow reactor	GEO Specialty Chemicals UK Limited
European Patent Register - Hungary	15738445.4 07/09/2015	N/A	3166952 6/6/2018	Process for preparation of 3- methacryloxypropyldimethylchlorosilane in continuous flow reactor	GEO Specialty Chemicals UK Limited
European Patent Register - Ireland	15738445.4 07/09/2015	N/A	3166952 6/6/2018	Process for preparation of 3- methacryloxypropyldimethylchlorosilane in continuous flow reactor	GEO Specialty Chemicals UK Limited

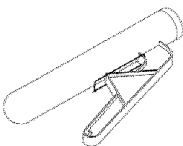
Jurisdiction	Application No. / Filing Date	Publication No. / Publication Date	Patent No. / Issue Date	Title	Assignee
European Patent Register - Spain	15738445.4 07/09/2015	N/A	3166952 6/6/2018	Process for preparation of 3-methacryloxypropyldimethylchlorosilane in continuous flow reactor	GEO Specialty Chemicals UK Limited
European Patent Register - United Kingdom	15738445.4 07/09/2015	N/A	3166952 6/6/2018	Process for preparation of 3-methacryloxypropyldimethylchlorosilane in continuous flow reactor	GEO Specialty Chemicals UK Limited
Japan	2017-501275 07/09/2015	N/A	Pending	Process for preparation of 3-methacryloxypropyldimethylchlorosilane in continuous flow reactor	GEO Specialty Chemicals UK Limited

(ii) Trademarks

Jurisdiction	Trademark	Owner Name	Serial No.	Filing Date	Reg. No.	Reg. Date
New Zealand	CYALUME	Cyalume Technologies, Inc.	133002	06/17/1980	133002	03/30/1984
United States	LIGHTSHAPE	Cyalume Technologies, Inc.	77615798	11/17/2008	3707843	11/10/2009
United States	LIGHTSTATION	Cyalume Technologies, Inc.	77488497	06/02/2008	3710673	11/10/2009
New Zealand	S.E.E.	Cyalume Technologies, Inc.	243021	11/11/1994	243021	06/04/1998
Australia	CYALUME	Cyalume Technologies, Inc.	246812	03/16/1971	246812	03/16/1971
Taiwan	S.E.E.	Cyalume Technologies, Inc.	084005901	02/13/1995	00714236	04/16/1996
Japan	CYALUME (Katakana Reg. No. 1854845)	Cyalume Technologies, Inc.	5517/1983	01/25/1983	1854845	04/23/1996
Japan	CYALUME (English Reg. No. 1854844)	Cyalume Technologies, Inc.	5516/1983	01/25/1983	1854844	04/23/1996
United States	S.E.E.	Cyalume Technologies, Inc.	74562417	08/18/1994	1991902	08/06/1996

Jurisdiction	Trademark	Owner Name	Serial No.	Filing Date	Reg. No.	Reg. Date
United States	CYFLECT	Cyalume Technologies, Inc.	77502598	06/19/2008	3845725	09/07/2010
Singapore	SNAPLIGHT	Cyalume Technologies, Inc.	T9611011G	10/11/1996	T9611011G	10/11/1996
Japan	LIGHTSHAPE (English & Katakana)	Cyalume Technologies, Inc.	82493/1995	08/09/1995	4017572	06/27/1997
United States		Cyalume Technologies, Inc.	77003659	09/20/2006	3284309	08/28/2007
United States	SOS	Cyalume Technologies, Inc.	77003632	09/20/2006	3305293	10/09/2007
France	SNAPLIGHT	Cyalume Technologies, Inc.	73534965	10/31/2007	73534965	04/04/2008
United States	CHEM-LIGHT	Cyalume Technologies, Inc.	77003614	09/20/2006	3337880	11/20/2007
Turkey	CYALUME	Cyalume Technologies, Inc.	87-101758	12/01/1997	101758	12/31/1997
United States	DON'T BE CAUGHT IN THE DARK	Cyalume Technologies, Inc.	77060211	12/08/2006	3373619	01/22/2008
Ireland	CYALUME	Cyalume Technologies, Inc.	2008/01052	05/28/2008	241064	05/28/2008
Japan	SNAPLIGHT (English & Katakana)	Cyalume Technologies, Inc.	82488/1995	08/09/1995	4171392	07/31/1998
Venezuela	CYALUME	Omniglow Corporation	N/A	N/A	103069	09/06/1983
United Kingdom	LIGHTSHAPE	Cyalume Technologies, Inc.	1478239	09/27/1991	1478239	01/15/1993
Australia	LIGHTSHAPE	Cyalume Technologies, Inc.	564964	10/09/1991	564964	10/09/1991

Jurisdiction	Trademark	Owner Name	Serial No.	Filing Date	Reg. No.	Reg. Date
Norway	CYALUME	Cyalume Technologies, Inc.	19770440	02/15/1977	101666	02/08/1979
United States		Cyalume Technologies, Inc.	73634969	12/11/1986	1526721	02/28/1989
Brazil	CYALUME	Cyalume Technologies, Inc.	006934862	08/29/1978	006934862	05/10/1979
European Union	CYALUME	Cyalume Technologies, Inc.	008354771	06/10/2009	008354771	12/24/2009
European Union	PML	Cyalume Technologies, Inc.	008354805	06/10/2009	008354805	12/24/2009
European Union	SNAPLIGHT	Cyalume Technologies, Inc.	008354839	06/10/2009	008354839	12/24/2009
European Union	LIGHTSTATION	Cyalume Technologies, Inc.	008355109	06/10/2009	008355109	01/12/2010
European Union	CHEMLIGHT (Stylized)	Cyalume Technologies, Inc.	008355026	06/10/2009	008355026	12/24/2009
United States	CHEMLIGHT (stylized)	Cyalume Technologies, Inc.	77514833	07/03/2008	3646097	06/30/2009
Korea	CYALUME (stylized)	Cyalume Technologies, Inc.	1980-0000254	01/17/1980	0074469	01/20/1981
Singapore	CYALUME	Cyalume Technologies, Inc.	T8000560B	02/11/1980	T8000560B	02/11/1980
France	CYALUME	Cyalume Technologies, Inc.	N/A	N/A	1648071	03/05/1991
Finland	CYALUME	Cyalume Technologies, Inc.	T197703577	07/25/1977	76756	03/05/1981

Jurisdiction	Trademark	Owner Name	Serial No.	Filing Date	Reg. No.	Reg. Date
South Africa	CYALUME	Cyalume Technologies, Inc.	1971/01630	04/20/1971	1971/01630	04/04/1972
Germany	CYALUME	Cyalume Technologies, Inc.	891263 (former appln. no. A22346)	04/19/1971	891263	03/08/1972
Russia	CYALUME	Cyalume Technologies, Inc.	146655	11/25/1991	109491	12/22/1992
United States	CYALUME	Cyalume Technologies, Inc.	72357936	04/27/1970	0925341	12/14/1971
Turkey	PML	Cyalume Technologies, Inc.	92-002041	03/20/1992	137025	11/19/1992
Taiwan	PML	Cyalume Technologies, Inc.	080053541	11/26/1991	00564592	07/01/1992
Switzerland	CYALUME	Cyalume Technologies, Inc.	01209/1992	01/31/1992	P-398936	01/22/1993
United States		Cyalume Technologies, Inc.	75449744	03/13/1998	2627050	10/01/2002
United States	PML	Cyalume Technologies, Inc.	73263806	05/27/1980	1212871	10/19/1982
Canada	CYALUME	Cyalume Technologies, Inc.	0400243	07/15/1976	TMA225192	12/30/1977
Taiwan	CYALUME	Cyalume Technologies, Inc.	081036687	07/23/1992	00585390	02/01/1993
China	SNAPLIGHT	Cyalume Technologies, Inc.	2009604	09/27/2001	2009604	03/14/2003
China	CYALUME	Cyalume Technologies, Inc.	175360	04/15/1982	175360	04/15/1983
United States	IMPACT	Cyalume Technologies, Inc.	74122383	12/10/1990	1784817	07/27/1993

Jurisdiction	Trademark	Owner Name	Serial No.	Filing Date	Reg. No.	Reg. Date
United States	SNAPLIGHT	Cyalume Technologies, Inc.	74066849	06/07/1990	1826885	03/15/1994
Japan	CYALUME (English & Katakana-1679924) Reg. No.	Cyalume Technologies, Inc.	23396/1971	03/13/1971	1679924	04/20/1984
Hong Kong	CYALUME	Cyalume Technologies, Inc.	19810080	12/18/1979	19810080	01/21/1981
United States	VISIPAD	Cyalume Technologies, Inc.	85923290	05/03/2013	4451342	12/17/2013
United States	VISIPAD IR	Cyalume Technologies, Inc.	85923295	05/03/2013	4451343	12/17/2013
United States	VIALUME	Cyalume Technologies, Inc.	87/482,707	06/09/2017	5374918	01/09/2018
United States	ONLITE	Cyalume Technologies, Inc.	87/482,650	06/09/2017	5374913	01/09/2018
United States	SPECULUME	Cyalume Technologies, Inc.	87/482,255	06/09/2017	5374885	01/09/2018
United States	SUSTAIN SUPPLY CO.	Cyalume Technologies, Inc.	87/723, 124	12/15/17		
Taiwan	CYALUME ²	Cyalume Technologies, Inc.	081036687	7/23/92	00585390	2/1/93
China	DMPA	GEO Specialty Chemicals, Inc.	4537721	3/14/2005	4537721	5/28/2008
Korea	DMPA	GEO Specialty Chemicals, Inc.	402000-0052221	11/9/2000	522215	6/5/2002
China	TRIMET	GEO Specialty Chemicals, Inc.	2001111901	6/24/2001	1900945	2/7/2005
European Union	DMPA	GEO Specialty Chemicals, Inc.	001988963	11/13/2000	001988963	4/28/2003
European Union	GEO SPECIALTY CHEMICALS and design	GEO Specialty Chemicals, Inc.	002415222	9/24/2001	002415222	1/16/2004

² Third party (Lumica Corporation) registration found for CYALUME.

Jurisdiction	Trademark	Owner Name	Serial No.	Filing Date	Reg. No.	Reg. Date
United States	DICAP	GEO Specialty Chemicals, Inc.	78/131680	5/29/2002	2814139	2/10/2004
European Union	DICAP	GEO Specialty Chemicals, Inc.	002718161	5/31/2002	002718161	1/14/2004
India	DMPA	GEO Specialty Chemicals, Inc.	1112077	6/17/2002	1112077	6/17/2002
India	TRIMET	GEO Specialty Chemicals, Inc.	1112076	6/17/2002	1112076	6/17/2002
United States	DILOFLO	GEO Specialty Chemicals, Inc.	73/518109	1/18/1985	1351178	7/30/1985
Canada	DILOFLO	GEO Specialty Chemicals, Inc.	391419	11/12/1975	220379	5/6/1977
United States	DILOFLO	GEO Specialty Chemicals, Inc.	78/699455	8/24/2005	3129487	8/15/2006
United States	FLOWCO	GEO Specialty Chemicals, Inc.	72/162760	2/14/1963	779272	11/3/1964
Canada	FOSTEX	GEO Specialty Chemicals, Inc.	0459126	9/24/1980	268086	4/8/1982
European Union	TRIMET	GEO Specialty Chemicals, Inc.	107953	4/1/1996	107953	3/22/2000
Canada	QUATRENE	GEO Specialty Chemicals, Inc.	495184	11/23/1982	290484	5/4/1984
United States	QUATRENE	GEO Specialty Chemicals, Inc.	73/071419	12/10/1975	1068776	7/5/1977
Canada	TRIMET	GEO Specialty Chemicals, Inc.	229548	3/28/1955	102620	2/10/1956
Canada	LOMAR	GEO Specialty Chemicals, Inc.	278241	10/10/1963	136933	8/14/1964
United States	HYONIC	GEO Specialty Chemicals, Inc.	73/231514	9/17/1979	1184318	1/5/1982
United States	LOMAR	GEO Specialty Chemicals, Inc.	72/002473	1/17/1956	637912	12/4/1956
United States	LOMAR	GEO Specialty Chemicals, Inc.	74/308824	8/25/1992	1769584	5/11/1993

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United States	GEO	GEO Specialty Chemicals, Inc.	75/653260	3/4/1999	2401438	11/7/2000
United States	TRIMET	GEO Specialty Chemicals, Inc.	74/722780	8/30/1995	1985801	7/9/1996
United States	FOSTEX	GEO Specialty Chemicals, Inc.	72/346523	12/17/1969	904972	12/29/1970
United States	HYONIC	GEO Specialty Chemicals, Inc.	72/027811	4/9/1957	661756	5/13/1958
United States	NOPALCOL	GEO Specialty Chemicals, Inc.	71/464663	11/3/1943	406600	4/11/1944
United States	DMPA	GEO Specialty Chemicals, Inc.	72/162121	2/5/1963	758654	10/22/1963
Canada	DAXAD	GEO Specialty Chemicals, Inc.	262974	5/17/1961	126153	4/19/1962
China	DAXAD	GEO Specialty Chemicals, Inc.	1214039	8/19/1997	1214039	10/14/1998
France	DAXAD	GEO Specialty Chemicals, Inc.	INP/1756	8/27/1985	1321227	8/27/1985
Switzerland	DAXAD	GEO Specialty Chemicals, Inc.	04517/1988	6/27/1988	366089	6/27/1988
United Kingdom	DAXAD	GEO Specialty Chemicals, Inc.	2429751	8/11/2006	2429751	12/14/2007
United States	DAXAD	GEO Specialty Chemicals, Inc.	71/377336	4/17/1936	338977	9/22/1936
European Union	DAXAD	GEO Specialty Chemicals, Inc.	009256561	7/19/2010	009256561	12/31/2010
United States	TRI-REZ	GEO Specialty Chemicals, Inc.	85/264328	3/11/2011	4601763	9/9/2014
United States	GEOLUBE	GEO Specialty Chemicals, Inc.	86/294650	5/29/2014	4684204	2/10/2015
United States	GEO FM	GEO Specialty Chemicals, Inc.	86/584442	4/1/2015	4865893	12/8/2015
United States	GEOLUBE	GEO Specialty Chemicals, Inc.	86/583598	4/1/2015	4989824	6/28/2016

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Brazil	GEOLUBE	GEO Specialty Chemicals, Inc.	909339570	5/6/2015	909339570	9/26/2017
Brazil	GEOLUBE	GEO Specialty Chemicals, Inc.	909339643	5/6/2015	909339643	9/26/2017
Canada	GEOLUBE	GEO Specialty Chemicals, Inc.	1724353	4/17/2015	979853	9/1/2017
Saudi Arabia	GEOLUBE	GEO Specialty Chemicals, Inc.	1436022535	8/16/2015	1436022535	12/10/2015
Saudi Arabia	GEOLUBE	GEO Specialty Chemicals, Inc.	1436022536	8/16/2015	1436022536	12/10/2015
South Africa	GEOLUBE	GEO Specialty Chemicals, Inc.	2015/09936	4/16/2015	2015/09936	4/16/2015
South Africa	GEOLUBE	GEO Specialty Chemicals, Inc.	2015/09937	4/16/2015	2015/09937	4/15/2015
International Register	GEOLUBE	GEO Specialty Chemicals, Inc.	1255013	5/8/2015	1255013	5/8/2015
Australia International Register	GEOLUBE	GEO Specialty Chemicals, Inc.	1255013	5/8/2015	1705935	5/18/2015
China International Register	GEOLUBE	GEO Specialty Chemicals, Inc.	1255013	5/8/2015	1255013	5/8/2015
Colombia International Register	GEOLUBE	GEO Specialty Chemicals, Inc.	1255013	5/8/2015	1255013	5/8/2015
European Union International Register	GEOLUBE	GEO Specialty Chemicals, Inc.	1255013	5/8/2015	1255013	5/8/2015
India International Register	GEOLUBE	GEO Specialty Chemicals, Inc.	1255013	5/8/2015	1255013	5/8/2015
Israel International Register	GEOLUBE	GEO Specialty Chemicals, Inc.	1255013	5/8/2015	1255013	5/8/2015

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Norway International Register	GEOLUBE	GEO Specialty Chemicals, Inc.	1255013	5/8/2015	1255013	5/8/2015
Russia International Register	GEOLUBE	GEO Specialty Chemicals, Inc.	1255013	5/8/2015	1255013	5/8/2015
Korea International Register	GEOLUBE	GEO Specialty Chemicals, Inc.	1255013	5/8/2015	1255013	5/8/2015
Switzerland International Register	GEOLUBE	GEO Specialty Chemicals, Inc.	1255013	5/8/2015	1255013	5/8/2015
Turkey International Register	GEOLUBE	GEO Specialty Chemicals, Inc.	1255013	5/8/2015	1255013	5/8/2015
United States	GEOSPERSE	GEO Specialty Chemicals, Inc.	86/814,052	11/9/2015	4996993	7/12/2016
United States	GEOFLO	GEO Specialty Chemicals, Inc.	86/814,068	11/9/2015	4996994	7/12/2016
United States	GEOWET	GEO Specialty Chemicals, Inc.	86/814,073	11/9/2015	4996996	7/12/2016
United States	GEOMEEN	GEO Specialty Chemicals, Inc.	86/814,084	11/9/2015	4996999	7/12/2016
United States	GEORINSE	GEO Specialty Chemicals, Inc.	86/814,094	11/9/2015	4997000	7/12/2016
United States	GEOest	GEO Specialty Chemicals, Inc.	86/814,103	11/9/2015	4997001	7/12/2016
United States	GEOMIDE	GEO Specialty Chemicals, Inc.	86/814,111	11/9/2015	4997002	7/12/2016
United States	GEOSULF	GEO Specialty Chemicals, Inc.	86/814,121	11/9/2015	4997006	7/12/2016
United States	GEOSTAT	GEO Specialty Chemicals, Inc.	86/814,131	11/9/2015	5002213	7/19/2016
United States	GLASSPERSE	GEO Specialty Chemicals, Inc.	86/814,143	11/9/2015	4997007	7/12/2016

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Jurisdiction	Trademark	Owner Name	Serial No.	Filing Date	Reg. No.	Reg. Date
United States	POTTERS KLY	GEO Specialty Chemicals, Inc.	86/814,155	11/9/2015	5002214	7/19/2016
United States	NOPCOTE	GEO Specialty Chemicals, Inc.	72/101506	7/26/1960	713746	4/11/1961
United States	NOPCOTE	GEO Specialty Chemicals, Inc.	73/286460	11/19/1990	1184405	1/5/1992
United States	PT BELT	Cyalume Technologies, Inc.	90069820	7/23/2020	N/A	N/A
Canada	HC Design	Ruetgers Polymers Ltd.	315738	9/2/1968	TMA173,145	12/4/1970
Canada	Meladyne	Ruetgers Polymers Ltd.	715478	10/23/1992	TMA420,791	12/10/1993
Canada	Disal	Ruetgers Polymers Ltd.	1093285	02/19/2001	TMA571,009	11/20/2002
Canada	Megapol	Ruetgers Polymers Ltd.	1247728	02/14/2005	TMA663,818	05/09/2006
Canada	Gypflow	Ruetgers Polymers Ltd.	1247761	02/14/2005	TMA663,810	05/09/2006
Canada	Gypdon	Ruetgers Polymers Ltd.	1727011	05/06/2015	TMA954,051	11/02/2016
Canada	Durasar	Ruetgers Polymers Ltd.	1841570	06/08/2017	TMA1,011,397	12/18/2018
United States	Meladyne	Ruetgers Polymers Ltd.	74/383477	04/23/1993	1,920,603	09/19/1995
United States	Disal	Ruetgers Polymers Ltd.	76/301253	08/16/2001	2,796,652	12/23/2003
United States	Gypflow	Ruetgers Polymers Ltd.	78/681714	09/27/2005	3,167,878	11/07/2006
United States	Megapol	Ruetgers Polymers Ltd.	78/681743	07/29/2005	3,176,438	11/28/2006
United States	Gypdon	Ruetgers Polymers Ltd.	86/734301	05/19/2015	5,242,000	07/11/2017
United States	Durasar	Ruetgers Polymers Ltd.	87/521650	07/10/2017	5,791,282	07/02/2019

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United States	BISOMER	GEO Specialty Chemicals UK Limited	73/813,717	7/21/1989	1639446	4/2/1991
Australia	BISOMER	GEO Specialty Chemicals UK Limited	627370	4/14/1994	1639446	9/17/1996
Benelux	BISOMER	GEO Specialty Chemicals UK Limited	50392	1/10/1984	0395281	1/10/1984
Germany	BISOMER	GEO Specialty Chemicals UK Limited	73735	1/14/1984	1073511	2/7/1985
Switzerland	BISOMER	GEO Specialty Chemicals UK Limited	00049/1984	1/10/1984	2P-330354	5/8/1984
Austria	BISOMER	GEO Specialty Chemicals UK Limited	1087/1993	3/10/1993	150417	12/17/1993
Spain	BISOMER	GEO Specialty Chemicals UK Limited	M1057061	1/10/1984	M1057061	1/10/1984
Mexico	BISOMER	GEO Specialty Chemicals UK Limited	267730	7/9/1996	529148	8/26/1996
United Kingdom	BISOMER	GEO Specialty Chemicals UK Limited	UK00000829037	12/28/1961	UK00000829037	12/28/1961
Ireland	BISOMER	GEO Specialty Chemicals UK Limited	110866	1/10/1984	110866	1/10/1984
Turkey	BISOMER	GEO Specialty Chemicals UK Limited	86/093134	7/14/1996	93134	8/14/1999

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European Union	BISOMER	GEO Specialty Chemicals UK Limited	14066864	5/15/2015	14066864	9/18/2015
Puerto Rico	BISOMER	GEO Specialty Chemicals UK Limited	3345	7/21/1989	US1639446 / PR8234	4/2/1991
India	BISOMER	GEO Specialty Chemicals UK Limited	592172	3/5/1993	592172	3/5/1993
Brazil	BISOMER	GEO Specialty Chemicals UK Limited	817139320	3/3/1993	817139320	9/13/1994
Colombia	BISOMER	GEO Specialty Chemicals UK Limited	94021187	5/19/1994	170955	9/28/1994
Italy	BISOMER	GEO Specialty Chemicals UK Limited	2013902219795	12/20/2013	1573722	1/22/2014
France	BISOMER	GEO Specialty Chemicals UK Limited	926072	5/10/1988	1464435	5/10/1988
Japan	BISOMER	GEO Specialty Chemicals UK Limited	H05-016948	2/24/1993	3110889	12/26/1995
Taiwan	BISOMER	GEO Specialty Chemicals UK Limited	670097	5/10/1994	670097	2/16/1995
Puerto Rico	BISOMER	GEO Specialty Chemicals UK Limited	20199	5/19/1995	PR36456	5/19/1995
Russia	BISOMER	GEO Specialty Chemicals UK Limited	96707621	1/13/1996	157821	10/31/1997

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Slovenia	BISOMER	GEO Specialty Chemicals UK Limited	Z-9670924	7/8/1996	9670924	1/13/1997
Korea	BISOMER	GEO Specialty Chemicals UK Limited	40-1994-0012486	3/29/1994	40-0316868-0000	7/8/1995
China	BISOMER	GEO Specialty Chemicals UK Limited	912039	3/7/1995	912039	12/14/1996

(iii) Copyrights

Grantor	Copyright Title	Copyright Application	Copyright Registration Number	Copyright Application Number
Cyalume Technologies, Inc.	Omniglow Graphic Design	-	VA 1-137-828	-
Cyalume Technologies, Inc.	Photograph	-	VA 1-092-434	-
Cyalume Technologies, Inc.	Magic in the night	-	VA 477-392	-
Cyalume Technologies, Inc.	TIED 2 KIT	-	TX0006895511	-

(iv) Tradenames

None.

SCHEDULE III

LOCATIONS OF GRANTORS

Loan Party	Location	Description of Location
CPS Performance Materials Corp. CPS Performance Materials Intermediate Corp. Cyalume Technologies Holdings, Inc. CT SAS Holdings, Inc. Oculus Parent, Inc. CPS PERFORMANCE MATERIALS TOPCO LLC CPS Performance Materials U.S. Acquisition Corp. CPS Performance Materials Holdings Corp. Handy Chemicals (U.S.A.) LTD.	100 West Main Street Bound Brook, NJ 08805	Leased; principal place of business and chief executive office
Cyalume Technolgies, Inc. Cyalume Specialty Products, Inc. FAR Research, Inc. GEO Specialty Chemicals, Inc. GEO Specialty Chemicals Limited GEO Specialty Chemicals Harrison, LLC	100 West Main Street Bound Brook, NJ 08805	Leased; chief executive office
Cyalume Technologies, Inc. Cyalume Specialty Products, Inc.	96 Windsor Street West Springfield, MA 01089	Principal place of business
FAR Research, Inc.	2210 Wilhelmina Court NE Palm Bay, Florida 32005	Principal place of business
GEO Specialty Chemicals, Inc. GEO Specialty Chemicals Limited GEO Specialty Chemicals Harrison, LLC	300 Brookside Avenue, Building 23 Unit 100, Ambler, Montgomery County, PA 19002	Leased; principal place of business
CPS Performance Materials Corp.	96 Windsor Street West Springfield, MA 01089	Maintains books or records, owns any assets or conducts any business
CPS Performance Materials Corp d/b/a GEO Specialty Chemicals, Inc.	710 Oakfield Drive, Unit 203, Brandon, FL 33511	Leased; contains Equipment, Fixtures, Goods and/or Inventory
GEO Specialty Chemicals, Inc.	701 Wissahickon Ave, Cedartown, Polk County, GA 30125	Contains Equipment, Fixtures, Goods and/or Inventory
GEO Specialty Chemicals, Inc.	Old Minden Rd., Springhill, Webster Parish, LA 71075	Contains Equipment, Fixtures, Goods and/or Inventory
GEO Specialty Chemicals, Inc.	2409 North Cedar Crest Blvd., Allentown, Lehigh County, PA 18104	Contains Equipment, Fixtures, Goods and/or Inventory

Loan Party	Location	Description of Location
GEO Specialty Chemicals, Inc.	739 Independence Parkway South, Deer Park, Harris County, TX 77536	Contains Equipment, Fixtures, Goods and/or Inventory
GEO Specialty Chemicals, Inc.	401 South Earl Avenue, Suite 3A Lafayette, Indiana 47904	Leased; contains Equipment, Fixtures, Goods and/or Inventory
GEO Specialty Chemicals, Inc.	3660 Cedarcrest Road, Suite 101, Acworth, Cobb County, GA 30101	Leased; contains Equipment, Fixtures, Goods and/or Inventory
GEO Specialty Chemicals, Inc.	2409 North Cedar Crest Blvd., Allentown, Lehigh County, PA 18104	Leased; contains Equipment, Fixtures, Goods and/or Inventory
GEO Specialty Chemicals Limited	Third Floor Rear Office, 10 Bath Street, Cheltenham, Gloucestershire, United Kingdom	Leased; contains Equipment, Fixtures, Goods and/or Inventory
Geo Specialty Chemicals UK Limited and GEO Specialty Chemicals, Inc.	Part of the foreshore at Fawley, Hampshire, United Kingdom	Leased; contains Equipment, Fixtures, Goods and/or Inventory
Geo Specialty Chemicals UK Limited and GEO Specialty Chemicals, Inc.	29 acres of developed land and 22.7 acres of undeveloped land at Charleston Road, Fawley, Hampshire, United Kingdom	Leased; contains Equipment, Fixtures, Goods and/or Inventory
Geo Specialty Chemicals UK Limited and GEO Specialty Chemicals, Inc.	Charleston Road, Hardley, Hythe, SO45 3 ZG, Southampton, United Kingdom	Leased; contains Equipment, Fixtures, Goods and/or Inventory
RUETGERS POLYMERS LTD.	Lot number TWO MILLION NINETY-FOUR THOUSAND SEVENTY-FIVE (2 094 075) of the Cadastre du Québec, Registration Division of Laprairie	Contains Equipment, Fixtures, Goods and/or Inventory
RUETGERS POLYMERS LTD.	Lot number TWO MILLION NINETY-FOUR THOUSAND SEVENTY-SIX (2 094 076) of the Cadastre du Québec, Registration Division of Laprairie	Contains Equipment, Fixtures, Goods and/or Inventory
RUETGERS POLYMERS LTD.	Lot number TWO MILLION NINETY-FIVE THOUSAND THREE HUNDRED EIGHTEEN (2 095 318) of the Cadastre du Québec, Registration Division of Laprairie	Contains Equipment, Fixtures, Goods and/or Inventory
RUETGERS POLYMERS LTD. 9430-1579 Québec inc.	120 Boul De L'Industrie Candiac, QC, J5R 1J2 Canada	Principal place of business and chief executive office
Handy Chemicals (U.S.A.) LTD.	Office space lease pursuant to an unwritten arrangement (the “ <u>Handy Lease</u> ”)	Maintains books or records, owns any assets or conducts any business

SCHEDULE IV**DEPOSIT ACCOUNTS, SECURITIES ACCOUNTS
AND COMMODITIES ACCOUNTS**

Loan Party	Name of Bank	Account Number	Type of Account
Cyalume Technologies Holdings, Inc.	TD Bank, N.A. - Operating	824-6008581	Operating
Cyalume Technologies, Inc.	TD Bank, N.A.	824-4566383	Payroll
Cyalume Technologies, Inc.	TD Bank, N.A.	824-6007294	Operating
Cyalume Technologies, Inc.	TD Bank, N.A.	824-9119202	Disbursement
Cyalume Technologies, Inc.	TD Bank, N.A.	837-3580486	Savings/Collateral
Cyalume Specialty Products, Inc.	TD Bank, N.A.	824-8131124	Operating
Cyalume Specialty Products, Inc.	TD Bank, N.A.	824-8359487	Operating
CT SAS Holdings, Inc.	TD Bank, N.A.	825-2826703	Operating
CPS Performance Materials Corp.	TD Bank, N.A.	434-0425374	Operating
FAR Research, Inc.	Cadence Bank	5500171532	Operating
FAR Research, Inc.	Cadence Bank	5500171540	Payroll
GEO Specialty Chemicals, Inc.	Citizens Bank, N.A.	6233179584	Deposit
GEO Specialty Chemicals, Inc.	Citizens Bank, N.A.	6233180175	Money Market Account Deposit
GEO Specialty Chemicals, Inc.	Citizens Bank, N.A.	6233180183	Payroll
GEO Specialty Chemicals, Inc.	Citizens Bank, N.A.	6233180191	Deposit

Loan Party	Name of Bank	Account Number	Type of Account
GEO Specialty Chemicals, Inc.	Citizens Bank, N.A.	6233180205	Accounts Payable Disbursement
GEO Specialty Chemicals, Inc.	Citizens Bank, N.A.	6233180213	Construction & Industrial Lockbox ZBA
GEO Specialty Chemicals, Inc.	Citizens Bank, N.A.	6233180221	Paints and Coatings Lockbox ZBA
GEO Specialty Chemicals, Inc.	Citizens Bank, N.A.	6233180248	Aluminum Products Lockbox ZBA
GEO Specialty Chemicals Limited	CIC Nordouest	000200833243	GEO Specialty Chemicals LTD Paris (EUR) Deposit
GEO Specialty Chemicals UK Limited	NatWest Hythe	550/00/46183302	Euro Payments (EUR) Deposit and Disbursement
GEO Specialty Chemicals UK Limited	NatWest Hythe	43246303	Sterling Payments (GBP) Deposit and Disbursement
GEO Specialty Chemicals UK Limited	NatWest Hythe	140/00/46183310	USD Payments (USD) Deposit and Disbursement
Ruetgers Polymers Ltd.	CIBC	01241 31-42116	Transaction in CAD such as: - Cash receipt (CAD customers) - EFTs to CAD suppliers - Checks and wires - Payroll
Ruetgers Polymers Ltd.	CIBC	01241 0244910	"Transaction in USD such as: - Cash receipt (USD customers) - EFTs to USD suppliers - Checks and wires and ACHs"
Handy Chemicals (U.S.A.) Ltd.	CIBC	01241 0231711	Centralized account for better interest rate; and for making EFTs to Canadian Suppliers in USD currency
Ruetgers Polymers Ltd.	Fifth Third bank	07522819601	Transaction in USD such as: - Cash receipt (from US customers) - Checks and wires and ACHs (to US suppliers)

SCHEDULE V

UCC-1 FINANCING STATEMENTS

Entity Name	Office
CPS Performance Materials Corp.	DE SOS
CPS Performance Materials Intermediate Corp.	DE SOS
Cyalume Technologies Holdings, Inc.	DE SOS
CT SAS Holdings, Inc.	DE SOS
Cyalume Technologies, Inc.	DE SOS
Cyalume Specialty Products, Inc.	DE SOS
FAR Research, Inc.	DE SOS
FAR Research, Inc.	Brevard County, FL
Cyalume Technologies, Inc.	Hampden County, MA
Oculus Parent Inc.	DE SOS
GEO Specialty Chemical, Inc.	OH SOS
GEO Specialty Chemicals Harrison, LLC	NJ SOS
GEO Specialty Chemical Limited	OH SOS
CPS Performance Materials Holdings Corp.	DE SOS
CPS PERFORMANCE MATERIALS TOPCO LLC	DE SOS
CPS Performance Materials U.S. Acquisition Corp.	DE SOS
Handy Chemicals (U.S.A.) Ltd.	DE SOS
RUETGERS POLYMERS LTD.	Quebec
9430-1579 Québec inc.	Quebec

SCHEDULE VI

COMMERCIAL TORT CLAIMS

None.

EXHIBIT A

[TRADEMARK] [PATENT] [COPYRIGHT] SECURITY AGREEMENT

WHEREAS, _____ (the “Assignor”) [has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”)] [holds all right, title and interest in the letter patents, design patents and utility patents listed on the annexed Schedule 1A, which patents are issued or applied for in the United States Patent and Trademark Office (the “Patents”)] [holds all right, title and interest in the copyrights listed on the annexed Schedule 1A, which copyrights are registered in the United States Copyright Office (the “Copyrights”)];

WHEREAS, the Assignor, has entered into a Second Amended and Restated Security Agreement, dated December 31, 2020 (the “Security Agreement”), in favor of Twin Brook Capital Partners, LLC, in its capacity as Administrative Agent for certain lenders (the “Assignee”);

WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the [**Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks**] [Patents] [Copyrights] and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this agreement to be duly executed by its officer thereunto duly authorized as of _____, 20__.

[GRANTOR]

By _____
Title _____

**SCHEDULE 1A TO [PATENT] [TRADEMARK] [COPYRIGHT] SECURITY
AGREEMENT**

[Trademarks and Trademark Applications]

[Patent and Patent Applications]

[Copyright and Copyright Applications]

Owned by _____

ANNEX I

JOINDER TO SECURITY AGREEMENT

THIS JOINDER TO SECURITY AGREEMENT (this “Agreement”) dated as of _____, 20____ is executed by the undersigned for the benefit of Twin Brook Capital Partners, LLC, as Administrative Agent (the “Administrative Agent”) in connection with that certain Second Amended and Restated Security Agreement, dated as of December 31, 2020, among the Grantors (as defined therein) party thereto and the Administrative Agent (as amended, supplemented or modified from time to time, the “Security Agreement”). Capitalized terms not otherwise defined herein are being used herein as defined in the Security Agreement.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each signatory hereto hereby agrees as follows:

Section 1. The undersigned assumes all the obligations of a Grantor under the Security Agreement and agrees that it is a Grantor and bound as a Grantor under the terms of the Security Agreement, as if it had been an original signatory to the Security Agreement. In furtherance of the foregoing, the undersigned hereby assigns, pledges and grants to the Administrative Agent a security interest in all of its right, title and interest in and to the Collateral owned by it to secure the Secured Obligations.

Section 2. The undersigned hereby makes to the Administrative Agent the representations and warranties set forth in the Security Agreement applicable to the undersigned and the applicable Collateral and confirms that such representations and warranties are true and correct after giving effect to the amendments to the schedules provided in Section 3 below, except that, solely for the purposes of this sentence, the references in Section 4 of the Security Agreement to “the date hereof” or words of similar effect are each deemed modified and amended to mean the date of this Joinder.

Section 3. The undersigned hereby agrees that each of the applicable schedules to the Security Agreement is hereby supplemented as set forth on the correspondingly numbered schedule attached hereto.

Section 4. The undersigned authorizes the Administrative Agent to complete and file UCC financing statements naming the undersigned as debtor and the Administrative Agent as secured party, and describing its Collateral and agrees to execute and deliver such other documentation as the Administrative Agent (or its successors or assigns) may require to evidence, protect and perfect the Liens created by the Security Agreement, as modified hereby.

Section 5. This Agreement shall be deemed to be part of, and a modification to, the Security Agreement and shall be governed by all the terms and provisions of the Security Agreement, and the Security Agreement is ratified and confirmed and shall continue in full force and effect as valid and binding agreements of the undersigned and the other parties thereto enforceable against the undersigned and such other parties. The undersigned hereby waives notice of the Administrative Agent’s acceptance of this Agreement.

[Signature Page Follows]

[GRANTOR], a(n) _____

By: _____

Name: _____

Title: _____

Address:

Attention: _____

Facsimile No.: _____

Accepted and Agreed to:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Administrative Agent

By: _____

Name: _____

Title: _____

Supplemental Schedules

[Attach]