PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
GenTek Holding, LLC f/k/a General Chemical Corporation	02/28/2005

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as First Lien Collateral Agent
Street Address:	101 N. Tryon Street
Internal Address:	MC: NC-1-001-15-04, One Independence Center
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255

PROPERTY NUMBERS Total: 29

Property Type	Number
Application Number:	10337433
Application Number:	10387307
Application Number:	10325389
Application Number:	10309303
Application Number:	10273393
Application Number:	10255292
Application Number:	10244692
Patent Number:	6805802
Patent Number:	6818608
Patent Number:	4795476
Patent Number:	4826606
Patent Number:	4844880
Patent Number:	5017301
Patent Number:	5039427

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Patent Number:	5266296
Patent Number:	5338457
Patent Number:	5409528
Patent Number:	5558772
Patent Number:	5573674
Patent Number:	5755858
Patent Number:	5766485
Patent Number:	5830522
Patent Number:	5919377
Patent Number:	6165369
Patent Number:	6468518
Patent Number:	6530343
Patent Number:	6537464
Patent Number:	6551973
Application Number:	10185298

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Rhonda DeLeon

Total Attachments: 71

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EXECUTION

FIRST LIEN PLEDGE AND SECURITY AGREEMENT

dated as of February 28, 2005

between

EACH OF GENTEK HOLDING, LLC

AND

THE OTHER GRANTORS PARTY HERETO

and

BANK OF AMERICA, N.A.

as Collateral Agent

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This FIRST LIEN PLEDGE AND SECURITY AGREEMENT, dated as of February 28, 2005 (this "Agreement"), between EACH OF THE UNDERSIGNED, whether as an original signatory hereto or as an Additional Grantor (as herein defined) (each, a "Grantor"), and BANK OF AMERICA, N.A., as collateral agent for the Secured Parties (as herein defined) (in such capacity as collateral agent, the "Collateral Agent").

RECITALS:

WHEREAS, reference is made to that certain First Lien Credit and Guaranty Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among GENTEK HOLDING, LLC ("Borrower"), GENTEK INC., certain Subsidiaries of Borrower, the lenders party thereto from time to time (the "Lenders"), GOLDMAN SACHS CREDIT PARTNERS L.P. ("GSCP"), as Joint Lead Arranger, Sole Bookrunner, and as Syndication Agent (in such capacities, "Syndication Agent"), BANC OF AMERICA SECURITIES LLC ("BAS", and together with GSCP, the "Arrangers"), as Joint Lead Arranger, GENERAL ELECTRIC CAPITAL CORPORATION ("GECC"), as Co-Administrative Agent (together with its permitted successors in such capacity, "Co-Administrative Agent") and BANK OF AMERICA, N.A. ("BOFA") as Collateral Agent (together with its permitted successor in such capacity, "Collateral Agent") and as Co-Administrative Agent (together with its permitted successors in such capacity, "Co-Administrative Agent" and together with GECC, the "Administrative Agents")

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

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

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

SECTION 1. DEFINITIONS; GRANT OF SECURITY.

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

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

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

"Additional Grantors" shall have the meaning assigned in Section 5.3.

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

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

"Bankruptcy Code" shall mean Title 11 of the United States Code entitled "Bankruptcy", as now and hereafter in effect, or any successor statute.

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

"Cash Proceeds" shall have the meaning assigned in Section 7.7.

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

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

"Collateral Account" shall mean any account established by the Collateral Agent.

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

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

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

"Commercial Tort Claims" shall mean all "commercial tort claims" as defined in Article 9 of the UCC, including, without limitation, all commercial tort claims listed on Schedule 4.8 (as such schedule may be amended or supplemented from time to time).

"Commodities Accounts" (i) shall mean all "commodity accounts" as defined in Article 9 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.4 under the heading "Commodities Accounts" (as such schedule may be amended or supplemented from time to time).

"Controlled Foreign Corporation" shall mean "controlled foreign corporation" as defined in the Tax Code, including, in any event, any Domestic Foreign Holding Company.

"Copyright Licenses" shall mean any and all agreements providing for the granting of any right in or to Copyrights (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(B) (as such schedule may be amended or supplemented from time to time).

"Copyrights" shall mean all United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 4.7(A) (as such schedule may be amended or supplemented from time to time), (ii) all extensions and renewals thereof, (iii) all rights corresponding thereto throughout the world, (iv) all rights to sue for past, present and future infringements thereof, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

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

"Deposit Accounts" (i) shall mean all "deposit accounts" as defined in Article 9 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.4 under the heading "Deposit Accounts" (as such schedule may be amended or supplemented from time to time).

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

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

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

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

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

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

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

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

"Inventory" shall mean (i) all "inventory" as defined in Article 9 of the UCC and (ii) all goods held for sale or lease or to be furnished under contracts of service or so leased or furnished, all raw materials, work in process, finished goods, and materials used or consumed in the manufacture, packing, shipping, advertising, selling, leasing, furnishing or production of such inventory or otherwise used or consumed in any Grantor's business; all goods in which any Grantor has an interest in mass or a joint or other interest or right of any kind; and all goods which are returned to or repossessed by any Grantor, all computer programs embedded in any goods and all accessions thereto and products thereof (in each case, regardless of whether characterized as inventory under the UCC).

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

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

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

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

"Money" shall mean "money" as defined in the UCC.

"Patent Licenses" shall mean all agreements providing for the granting of any right in or to Patents (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(D) (as such schedule may be amended or supplemented from time to time).

"Patents" shall mean all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to in Schedule 4.7(C) hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

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

"Pledged Debt" shall mean all indebtedness for money owed to such Grantor, whether or not evidenced by any instrument or promissory note, including, without limitation, all indebtedness described on Schedule 4.4(A) under the heading "Pledged Debt" (as such schedule may be amended or supplemented from time to time), issued by the obligors named therein, the instruments evidencing the foregoing, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing.

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

"Pledged LLC Interests" shall mean all interests in any limited liability company including, without limitation, all limited liability company interests listed on Schedule 4.4(A) under the heading "Pledged LLC Interests" (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such limited liability company interests and any interest of such Grantor on the books and records of such limited liability company or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such limited liability company interests.

"Pledged Partnership Interests" shall mean all interests in any general partnership, limited partnership, limited liability partnership or other partnership including, without limitation, all partnership interests listed on Schedule 4.4(A) under the heading "Pledged Partnership Interests" (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such partnership interests and any interest of such Grantor on the books and records of such partnership or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such partnership interests.

"Pledged Stock" shall mean all shares of capital stock owned by such Grantor, including, without limitation, all shares of capital stock described on Schedule 4.4(A) under the heading "Pledged Stock" (as such schedule may be amended or supplemented from time to time), and the certificates, if any, representing such shares and any interest of such Grantor in the entries on the books of the issuer of such shares or on the books of any securities intermediary pertaining to such shares, and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares.

"Pledged Trust Interests" shall mean all interests in a Delaware business trust or other trust including, without limitation, all trust interests listed on Schedule 4.4(A) under the heading "Pledged Trust Interests" (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such trust interests and any interest of such Grantor on the books and records of such trust or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such trust interests.

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

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

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

"Record" shall have the meaning specified in Article 9 of the UCC.

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

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

"Securities" shall mean any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as "securities" or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing.

"Securities Accounts" (i) shall mean all "securities accounts" as defined in Article 8 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.4(A) under the heading "Securities Accounts" (as such schedule may be amended or supplemented from time to time).

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

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

"Trademark Licenses" shall mean any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(F) (as such schedule may be amended or supplemented from time to time).

"Trademarks" shall mean all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule 4.7(E) (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"Trade Secret Licenses" shall mean any and all agreements providing for the granting of any right in or to Trade Secrets (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(G) (as such schedule may be amended or supplemented from time to time).

"Trade Secrets" shall mean all trade secrets and all other confidential or proprietary information and know-how whether or not such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such trade secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any trade secret, and (ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

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

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

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

SECTION 2. GRANT OF SECURITY.

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

(a) Accounts;

(b) Chattel Paper;

(c) Documents;

(d) General Intangibles;

(e) Goods;

(f) Instruments;

(g) Insurance;

(h) Intellectual Property;

(i) Investment Related Property;

(j) Letter of Credit Rights;

(k) Money;

(l) Receivables and Receivable Records;

(m) Commercial Tort Claims;

(n) to the extent not otherwise included above, all Collateral Records, Collateral Support and Supporting Obligations relating to any of the foregoing; and

(o) to the extent not otherwise included above, all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Collateral include (a) any lease, license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder if and for so long as any applicable law prohibits the creation of a security interest thereon or the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided however that the Collateral shall include and such security interest shall attach immediately at such time as (y) such applicable law prohibits the creation of such security interest is repealed, invalidated or no longer effective, or (z) the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such Lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above; or (b) in any of the outstanding capital stock of a Controlled Foreign Corporation in excess of 65% of the voting power of all classes of capital stock of such Controlled Foreign Corporation entitled to vote; provided that immediately upon the amendment of the Tax Code to allow the pledge of a greater percentage of the voting power of capital stock in a Controlled Foreign Corporation without adverse tax consequences, the Collateral shall include, and the security interest granted by each Grantor shall attach to, such greater percentage of capital stock of each Controlled Foreign Corporation.

SECTION 3. SECURITY FOR OBLIGATIONS; GRANTORS REMAIN LIABLE.

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

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

SECTION 4. REPRESENTATIONS AND WARRANTIES AND COVENANTS.

4.1 Generally.

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date, that:

(i) it owns the Collateral purported to be owned by it or otherwise has the rights it purports to have in each item of Collateral and, as to all Collateral whether now existing or hereafter acquired, will continue to own or have such rights in each item of the Collateral, in each case free and clear of any and all Liens, rights or claims of all other Persons, other than Permitted Liens;

(ii) it has indicated on Schedule 4.1(A)(as such schedule may be amended or supplemented from time to time): (w) the type of organization of such Grantor, (x) the jurisdiction of organization of such Grantor, (y) its organizational identification number (if any) and (z) the jurisdiction where the chief executive office or its sole place of business is (or the principal residence if such Grantor is a natural person), and for the one-year period preceding the date hereof has been, located.

(iii) the full legal name of such Grantor is as set forth on Schedule 4.1(A) and it has not done in the last five (5) years, and does not do, business under any other name (including any trade name or fictitious business name) except for those names set forth on Schedule 4.1(B) (as such schedule may be amended or supplemented from time to time);

(iv) except as provided on Schedule 4.1(C), it has not changed its name, jurisdiction of organization, chief executive office or sole place of business (or principal residence if such Grantor is a natural person) or its corporate structure in any way (e.g., by merger, consolidation, change in corporate form or otherwise) within the past five (5) years;

(v) it has not within the last five (5) years become bound (whether as a result of merger or otherwise) as debtor under a security agreement entered into by another Person, which has not heretofore been terminated other than the agreements identified on Schedule 4.1(D) hereof (as such schedule may be amended or supplemented from time to time);

(vi) with respect to each agreement identified on Schedule 4.1(D), it has indicated on Schedule 4.1 (A) and Schedule 4.1(B) the information required pursuant to Section 4.1(a)(ii), (iii) and (iv) with respect to the debtor under each such agreement;

(vii) (u) upon the filing of all UCC financing statements naming each Grantor as "debtor" and the Collateral Agent as "secured party" and describing the Collateral in the filing offices set forth opposite such Grantor's name on Schedule 4.1(E) hereof (as such schedule may be amended or supplemented from time to time) and other filings delivered by each Grantor, (v) upon delivery of all Instruments, Chattel Paper and certificated Pledged Equity Interests and Pledged Debt, (w) upon sufficient identification of Commercial Tort Claims, (x) upon execution of a control agreement in form and substance reasonably satisfactory to Collateral Agent establishing the Collateral Agent's "control" (within the meaning of Section 8-106, 9-106 or 9-104 of the UCC, as applicable) with respect to any Investment Account, (y) upon consent of the issuer with respect to Letter of Credit Rights, and (z) to the extent not subject to Article 9 of the UCC, upon timely recordation of the security interests granted hereunder in Patents, Trademarks and Copyrights in the applicable intellectual property registries, including but not limited to the United States Patent and Trademark Office and the United States Copyright Office, the security interests granted to the Collateral Agent hereunder constitute valid and perfected (with respect to the Intellectual Property, to the extent such perfection may be achieved by filings made in the United States Patent and Trademark Office and United States Copyright Office) first priority Liens (subject in the case of priority only to Permitted Liens and to the rights of the United States government (including any agency or department thereof) with respect to United States government Receivables) on all of the Collateral; provided, however, that subsequent recordings in the United States Patent and Trademark Office and the United States Copyright Office, as applicable, may be necessary to perfect the security interest granted to the Collateral Agent in issued registrations and applications for other United States Patent, Trademarks and Copyrights that are acquired by any Grantor after the date hereof, and the taking of actions outside the United States may be required in order to perfect the Lien in Patents, Trademarks and Copyrights included in the Collateral protected under non-United States law;

(viii) all actions and consents, including all filings, notices, registrations and recordings necessary for the exercise by the Collateral Agent of the voting or other rights provided for in this Agreement or the exercise of remedies in respect of the Collateral have been made or obtained;

(ix) other than the financing statements filed in favor of the Collateral Agent, no effective UCC financing statement, fixture filing or other instrument similar in effect under any applicable law covering all or any part of the Collateral is on file in any filing or recording office except for (x) financing statements for which proper termination statements have been delivered to the Collateral Agent for filing and (y) financing statements filed in connection with Permitted Liens;

(x) no authorization, approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body is required for either (i) the pledge or grant by any Grantor of the Liens purported to be created in favor of the Collateral Agent hereunder or (ii) the exercise by Collateral Agent of any rights or remedies in respect of any Collateral (whether specifically granted or created hereunder or created or provided for by applicable law), except (A) for the filings contemplated by clause (vii) above and (B) as may be required, in connection with the disposition of any Investment Related Property, by laws generally affecting the offering and sale of Securities;

(xi) all information supplied by any Grantor with respect to any of the Collateral (in each case taken as a whole with respect to any particular Collateral) is accurate and complete in all material respects;

(xii) none of the Collateral constitutes, or is the Proceeds of, "farm products" (as defined in the UCC);

(xiii) it does not own any "as extracted collateral" (as defined in the UCC) or any timber to be cut;

(xiv) except as described on Schedule 4.1(D), such Grantor has not become bound as a debtor, either by contract or by operation of law, by a security agreement previously entered into by another Person; and

(xv) such Grantor has been duly organized as an entity of the type as set forth opposite such Grantor's name on Schedule 4.1(A) solely under the laws of the jurisdiction as set forth opposite such Grantor's name on Schedule 4.1(A) and remains duly existing as such. Such Grantor has not filed any certificates of domestication, transfer or continuance in any other jurisdiction.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that:

(i) except for the security interest created by this Agreement, it shall not create or suffer to exist any Lien upon or with respect to any of the Collateral, except Permitted Liens, and such Grantor shall defend the Collateral against all Persons at any time claiming any interest therein (other than a Permitted Lien);

(ii) it shall not knowingly produce, use or permit any Collateral to be used unlawfully or in violation of any provision of this Agreement or any applicable statute, regulation or ordinance or any policy of insurance covering the Collateral;

(iii) unless otherwise permitted under the Credit Agreement, it shall not change such Grantor's name, identity, corporate structure (e.g., by merger, consolidation, change in corporate form or otherwise) sole place of business (or principal residence if such Grantor is a natural person), chief executive office, type of organization or jurisdiction of organization unless it shall have (a) notified the Collateral Agent in writing, by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, at least fifteen (15) days prior to any such change or establishment, identifying such new proposed name, identity, corporate structure, sole place of business (or principal residence if such Grantor is a natural person), chief executive office or jurisdiction of organization and providing such other information in connection therewith as the Collateral Agent may reasonably request and (b) taken all actions necessary or advisable to maintain the continuous validity, perfection and the same or better priority of the Collateral Agent's security interest in the Collateral intended to be granted and agreed to hereby;

(iv) if the Collateral Agent or any Secured Party gives value to enable Grantor to acquire rights in or the use of any Collateral, it shall use such value for such purposes and such Grantor further agrees that repayment of any Obligation shall apply on a "first-in, first-out" basis so that the portion of the value used to acquire rights in any Collateral shall be paid in the chronological order such Grantor acquired rights therein;

(v) it shall 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;

(vi) it shall not take or permit any action which could materially impair the Collateral Agent's rights in the Collateral; and

(vii) it shall not sell, transfer or assign (by operation of law or otherwise) any Collateral except as otherwise in accordance with the Credit Agreement.

4.2 Equipment and Inventory.

(a) Representations and Warranties. Each Grantor represents and warrants, on the Closing Date and on each Credit Date, that:

(i) all of the Equipment and Inventory included in the Collateral is kept five (5) years from the Closing Date only at the locations specified in Schedule 4.2 (as such schedule may be amended or supplemented from time to time);

(ii) any Goods now or hereafter produced by any Grantor included in the Collateral have been and will be produced in compliance with the requirements of the Fair Labor Standards Act, as amended; and

(iii) unless otherwise listed on Schedule 4.2 none of the Inventory or Equipment in excess of $1,000,000 in the aggregate is in the possession of an issuer of a negotiable document (as defined in Section 7-104 of the UCC) therefor or otherwise in the possession of a bailee or a warehouseman.

(b) Covenants and Agreements. Each Grantor covenants and agrees that:

(i) it shall keep the Equipment, Inventory and any Documents evidencing any Equipment and Inventory in the locations specified on Schedule 4.2 (as such schedule may be amended or supplemented from time to time) unless it shall have notified the Collateral Agent in writing, by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, no later than (180) days after any change in locations, identifying such new locations and providing such other information in connection therewith as the Collateral Agent may reasonably request;

(ii) it shall keep correct and accurate records of the Inventory, as is customarily maintained under similar circumstances by Persons of established reputation engaged in similar business, and in any event in conformity with GAAP;

(iii) it shall not deliver any Document evidencing any Equipment and Inventory to any Person other than the issuer of such Document to claim the Goods evidenced therefor or the Collateral Agent; and

(iv) if any Equipment or Inventory in excess of $1,000,000 in the aggregate is in possession or control of any third party, each Grantor shall join with the Collateral Agent, if so requested by the Collateral Agent, in notifying the third party of the Collateral Agent's security interest and obtaining an acknowledgment from the third party that it is holding the Equipment and Inventory for the benefit of the Collateral Agent;

4.3 Receivables.

(a) Representations and Warranties. Each Grantor represents and warrants, on the Closing Date and on each Credit Date, that:

(i) each Receivable (a) is and will be the legal, valid and binding obligation of the Account Debtor in respect thereof, representing an unsatisfied obligation of such Account Debtor, (b) is and will be enforceable in accordance with its terms, (c) is not and will not be subject to any setoffs, defenses, taxes, counterclaims (except with respect to refunds, returns and allowances in the ordinary course of business with respect to damaged merchandise) and (d) is and will be in compliance with all applicable laws, whether federal, state, local or foreign;

(ii) none of the Account Debtors in respect of any Receivable in excess of $500,000 is the government of the United States, any agency or instrumentality thereof, any state or municipality or any foreign sovereign. No Receivable in excess of $500,000 requires the consent of the Account Debtor in respect thereof in connection with the pledge hereunder, except any consent which has been obtained;

(iii) no Receivable is evidenced by, or constitutes, an Instrument or Chattel Paper which has not been delivered to, or otherwise subjected to the control of, the Collateral Agent in each case to the extent required by, and in accordance with Section 4.3(c); and

(b) Covenants and Agreements: Each Grantor hereby covenants and agrees that:

(i) it shall keep and maintain at its own cost and expense satisfactory and complete records of the Receivables in all material respects, including, but not limited to, the originals of all documentation with respect to all Receivables and records of all payments received and all credits granted on the Receivables, all merchandise returned and all other dealings therewith;

(ii) it shall perform in all material respects all of its obligations with respect to the Receivables;

(iii) it shall not amend, modify, terminate or waive any provision of any Receivable in any manner which could reasonably be expected to have a Material Adverse Effect on the value of such Receivable as Collateral. Other than in the ordinary course of business as generally conducted by it on and prior to the date hereof, and except as otherwise provided in subsection (v) below, following the occurrence and during the continuance of an Event of Default, such Grantor shall not (w) grant any extension or renewal of the time of payment of any Receivable, (x) compromise or settle any dispute, claim or legal proceeding with respect to any Receivable for less than the total unpaid balance thereof, (y) release, wholly or partially, any Person liable for the payment thereof, or (z) allow any credit or discount thereon unless;

(iv) except as otherwise provided in this subsection, each Grantor shall continue to collect all amounts due or to become due to such Grantor under the Receivables and any Supporting Obligation and diligently exercise in a commercially reasonable manner each material right it may have under any Receivable, any Supporting Obligation or Collateral Support, in each case, at its own expense, and in connection with such collections and exercise, such Grantor shall take such action as such Grantor or the Collateral Agent may deem necessary or advisable. At any time following the occurrence and during the continuation of an Event of Default, the Collateral Agent may: (1) notify, or require any Grantor to notify, any Account Debtor of the Collateral Agent's security interest in the Receivables and any Supporting Obligation (2) direct the Account Debtors under any Receivables to make payment of all amounts due or to become due to such Grantor thereunder directly to the Collateral Agent; (3) notify, or require any Grantor to notify, each Person maintaining a lockbox or similar arrangement to which Account Debtors under any Receivables have been directed to make payment to remit all amounts representing collections on checks and other payment items from time to time sent to or deposited in such lockbox or other arrangement directly to the Collateral Agent; and (4) enforce, at the expense of such Grantor, collection of any such Receivables and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. If the Collateral Agent notifies any Grantor that it has elected to collect the Receivables in accordance with the preceding sentence, any payments of Receivables received by such Grantor shall promptly be deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Collateral Agent if required, in the Collateral Account maintained under the sole dominion and control of the Collateral Agent, and until so turned over, all amounts and proceeds (including checks and other instruments) received by such Grantor in respect of the Receivables, any Supporting Obligation or Collateral Support shall be received in trust for the benefit of the Collateral Agent hereunder and shall be segregated from other funds of such Grantor and such Grantor shall not adjust, settle or compromise the amount or payment of any Receivable, or release wholly or partly any Account Debtor or obligor thereof, or allow any credit or discount thereon unless in ordinary course of business as generally conducted by it on and prior to the date hereof; and

(v) it shall use its commercially reasonable efforts to keep in full force and effect any Supporting Obligation or Collateral Support relating to any Receivable.

(c) Delivery and Control of Receivables. With respect to any Receivables in excess of $2,000,000 in the aggregate that is evidenced by, or constitutes, Chattel Paper or Instruments, each Grantor shall cause each originally executed copy thereof to be delivered to the Collateral Agent (or its agent or designee) appropriately indorsed to the Collateral Agent or indorsed in blank: (i) with respect to any such Receivables in existence on the date hereof, on or prior to the date hereof and (ii) with respect to any such Receivables hereafter arising, within twenty (20) days (or such longer period as consented by Collateral Agent in its sole discretion) of such Grantor acquiring rights therein. With respect to any Receivables in excess of $2,000,000 in the aggregate which would constitute "electronic chattel paper" under Article 9 of the UCC, each Grantor shall take all steps necessary to give the Collateral Agent control over such Receivables (within the meaning of Section 9-105 of the UCC): (i) with respect to any such Receivables in existence on the date hereof, on or prior to the date hereof and (ii) with respect to any such Receivables hereafter arising, within twenty (20) days (or such longer period as consented by Collateral Agent in its sole discretion) of such Grantor acquiring rights therein. Any Receivable not otherwise required to be delivered or subjected to the control of the Collateral Agent in accordance with this subsection (c) shall be delivered or subjected to such control upon request of the Collateral Agent.

4.4 Investment Related Property.

4.4.1 Investment Related Property Generally

(a) Covenants and Agreements. Each Grantor hereby covenants and agrees that:

(i) in the event it acquires rights in any Investment Related Property after the date hereof, it shall deliver to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, reflecting such new Investment Related Property and all other Investment Related Property. Notwithstanding the foregoing, it is understood and agreed that the security interest of the Collateral Agent shall attach to all Investment Related Property immediately upon any Grantor's acquisition of rights therein and shall not be affected by the failure of any Grantor to deliver a supplement to Schedule 4.4 as required hereby;

(ii) except as provided in the next sentence, in the event such Grantor receives any dividends, interest or distributions on any Investment Related Property, or any securities or other property upon the merger, consolidation, liquidation or dissolution of any issuer of any Investment Related Property, then (a) such dividends, interest or distributions and securities or other property shall be included in the definition of Collateral without further action and (b) such Grantor shall immediately take all steps, if any, reasonably necessary or advisable to ensure the validity, perfection, priority and, if applicable, control of the Collateral Agent over such Investment Related Property (including, without limitation, delivery thereof to the Collateral Agent) and pending any such action such Grantor shall be deemed to hold such dividends, interest, distributions, securities or other property in trust for the benefit of the Collateral Agent and shall segregate such dividends, distributions, Securities or other property from all other property of such Grantor. Notwithstanding the foregoing, so long as no Event of Default shall have occurred and be continuing, the Collateral Agent authorizes each Grantor to retain all ordinary cash dividends and distributions paid in the normal course of the business of the issuer and consistent with the past practice of the issuer and all scheduled payments of interest;

(iii) each Grantor consents to the grant by each other Grantor of a Security Interest in all Investment Related Property to the Collateral Agent.

(b) Delivery and Control.

(i) Each Grantor agrees that with respect to any Investment Related Property in which it currently has rights it shall comply with the provisions of this Section 4.4.1(b) on or before the Credit Date and with respect to any Investment Related Property hereafter acquired by such Grantor it shall comply with the provisions of this Section 4.4.1(b) promptly upon acquiring rights therein, in each case in form and substance satisfactory to the Collateral Agent. With respect to any Investment Related Property that is represented by a certificate or that is an "instrument" (other than any Investment Related Property credited to a Securities Account) $1,000,000 in the aggregate it shall cause such certificate or instrument to be delivered to the Collateral Agent, indorsed in blank by an "effective indorsement" (as defined in Section 8-107 of the UCC), regardless of whether such certificate constitutes a "certificated security" for purposes of the UCC. With respect to any Investment Related Property that is an "uncertificated security" for purposes of the UCC (other than any "uncertificated securities" credited to a Securities Account) with market value in excess of $100,000 individually or $500,000 in the aggregate, it shall cause the issuer of such uncertificated security to either (i) register the Collateral Agent as the registered owner thereof on the books and records of the issuer or (ii) execute an agreement substantially in the form of Exhibit B hereto or such other form as shall be reasonably acceptable to the Collateral Agent, pursuant to which such issuer agrees to comply with the Collateral Agent's instructions with respect to such uncertificated security without further consent by such Grantor.

(c) Voting and Distributions.

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

(1) except as otherwise provided under the covenants and agreements relating to investment related property in this Agreement or elsewhere herein or in the Credit Agreement, each Grantor shall be entitled to exercise or refrain from exercising any and all voting and other consensual rights pertaining to the Investment Related Property or any part thereof for any purpose not inconsistent with the terms of this Agreement or the Credit Agreement; provided, no Grantor shall exercise or refrain from exercising any such right if the Collateral Agent shall have notified such Grantor that, in the Collateral Agent's reasonable judgment, such action would have a Material Adverse Effect it being understood, however, that neither the voting by such Grantor of any Pledged Stock for, or such Grantor's consent to, the election of directors (or similar governing body) at a regularly scheduled annual or other meeting of stockholders or with respect to incidental matters at any such meeting, nor such Grantor's consent to or approval of any action otherwise permitted under this Agreement and the Credit Agreement, shall be deemed inconsistent with the terms of this Agreement or the Credit Agreement within the meaning of this Section 4.4(c)(i)(1); and

(2) the Collateral Agent shall promptly execute and deliver (or cause to be executed and delivered) to each Grantor all proxies, and other instruments as such Grantor may from time to time reasonably request for the purpose of enabling such Grantor to exercise the voting and other consensual rights when and to the extent which it is entitled to exercise pursuant to clause (1) above;

(3) Upon the occurrence and during the continuation of an Event of Default:

(A) all rights of each Grantor to exercise or refrain from exercising the voting and other consensual rights which it would otherwise be entitled to exercise pursuant hereto shall cease and all such rights shall thereupon become vested in the Collateral Agent who shall thereupon have the sole right to exercise such voting and other consensual rights; and

(B) in order to permit the Collateral Agent to exercise the voting and other consensual rights which it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions which it may be entitled to receive hereunder: (1) each Grantor shall promptly execute and deliver (or cause to be executed and delivered) to the Collateral Agent all proxies, dividend payment orders and other instruments as the Collateral Agent may from time to time reasonably request and (2) each Grantor acknowledges that the Collateral Agent may utilize the power of attorney set forth in Section 6.

4.4.2 Pledged Equity Interests

(a) <u>Representations and Warranties</u>. Each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date, that:

(i) Schedule 4.4(A) (as such schedule may be amended or supplemented from time to time) sets forth under the headings "Pledged Stock, "Pledged LLC Interests," "Pledged Partnership Interests" and "Pledged Trust Interests," respectively, all of the Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests and Pledged Trust Interests owned by any Grantor and such Pledged Equity Interests constitute the percentage of issued and outstanding shares of stock, percentage of membership interests, percentage of partnership interests or percentage of beneficial interest of the respective issuers thereof indicated on such Schedule;

(ii) except as set forth on Schedule 4.4(B), it has not acquired any equity interests of another entity or substantially all the assets of another entity within the past five (5) years;

(iii) it is the record and beneficial owner of the Pledged Equity Interests free of all Liens, rights or claims of other Persons other than Permitted Liens and there are no outstanding warrants, options or other rights to purchase, or shareholder, voting trust or similar agreements outstanding with respect to, or property that is convertible into, or that requires the issuance or sale of, any Pledged Equity Interests;

(iv) without limiting the generality of Section 4.1(a)(v), no consent of any Person including any other general or limited partner, any other member of a limited liability company, any other shareholder or any other trust beneficiary is necessary or desirable in connection with the creation, perfection or first priority status of the security interest of the Collateral Agent in any Pledged Equity Interests or the exercise by the Collateral Agent of the voting or other rights provided for in this Agreement or the exercise of remedies in respect thereof;

(v) none of the Pledged LLC Interests nor Pledged Partnership Interests are or represent interests in issuers that: (a) are registered as investment companies or (b) are dealt in or traded on securities exchanges or markets; and

(vi) except as otherwise set forth on Schedule 4.4(C), all of the Pledged LLC Interests and Pledged Partnership Interests are or represent interests in issuers that have opted to be treated as securities under the uniform commercial code of any jurisdiction.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that:

(i) without the prior written consent of the Collateral Agent and the Administrative Agent, it shall not vote to enable or take any other action to: (a) other than as permitted in the Credit Agreement, amend or terminate any partnership agreement, limited liability company agreement, certificate of incorporation, by-laws or other organizational documents in any way that materially adversely changes the rights of such Grantor with respect to any Investment Related Property or adversely affects the validity, perfection or priority of the Collateral Agent's security interest, (b) other than as permitted under the Credit Agreement, permit any issuer of any Pledged Equity Interest to dispose of all or a material portion of their assets, (c) other than as permitted in the Credit Agreement, waive any default under or breach of any terms of any organizational document relating to the issuer of any Pledged Equity Interest or the terms of any Pledged Debt, or (d) cause any issuer of any Pledged Partnership Interests or Pledged

LLC Interests which are not securities (for purposes of the UCC) on the date hereof to elect or otherwise take any action to cause such Pledged Partnership Interests or Pledged LLC Interests to be treated as securities for purposes of the UCC; provided, however, notwithstanding the foregoing, if any issuer of any Pledged Partnership Interests or Pledged LLC Interests takes any such action in violation of the foregoing in this clause (e), such Grantor shall promptly notify the Collateral Agent in writing of any such election or action and, in such event, shall take all steps reasonably necessary or advisable to establish the Collateral Agent's "control" thereof;

(ii) it shall materially comply with all of its obligations under any partnership agreement or limited liability company agreement relating to Pledged Partnership Interests or Pledged LLC Interests and shall enforce all of its rights with respect to any Investment Related Property;

(iii) without the prior written consent of the Collateral Agent, it shall not permit any issuer of any Pledged Equity Interest to merge or consolidate unless (i) such issuer creates a security interest that is perfected by a filed financing statement (that is not effective solely under section 9-508 of the UCC) in collateral in which such new debtor has or acquires rights, and (ii) all the outstanding capital stock or other equity interests of the surviving or resulting corporation, limited liability company, partnership or other entity is, upon such merger or consolidation, pledged hereunder and no cash, securities or other property is distributed in respect of the outstanding equity interests of any other constituent Grantor unless permitted by the terms of the Credit Agreenent; provided that if the surviving or resulting Grantors upon any such merger or consolidation involving an issuer which is a Controlled Foreign Corporation, then such Grantor shall only be required to pledge equity interests in accordance with Section 2.2; and

(iv) each Grantor consents to the grant by each other Grantor of a security interest in all Investment Related Property to the Collateral Agent and, without limiting the foregoing, consents to the transfer of any Pledged Partnership Interest and any Pledged LLC Interest to the Collateral Agent or its nominee following the occurrence and during the continuance of an Event of Default and to the substitution of the Collateral Agent or its nominee as a partner in any partnership or as a member in any limited liability company with all the rights and powers related thereto following an Event of Default.

4.4.3 Pledged Debt

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and each Credit Date, that:

(i) Schedule 4.4 (as such schedule may be amended or supplemented from time to time) sets forth under the heading "Pledged Debt" all of the Pledged Debt in excess of $50,000 individually owned by any Grantor and (A) to such Grantor's knowledge, with respect to all of such Pledged Debt owed by any account debtor other than Holdings or a Subsidiary of the Borrower and (B) with respect to all Pledged Debt other than those in Section 4.4.3((a)(i)(A), all of such Pledged Debt has been duly authorized, authenticated or issued, and delivered and is the legal, valid and binding obligation of the issuers thereof and is not in default and constitutes all of the issued and outstanding inter-company Indebtedness;

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that:

(i) it shall notify the Collateral Agent of any default under any Pledged Debt that could reasonably be expected to have, either in any individual case or in the aggregate, a Material Adverse Effect.

4.4.4 Investment Accounts

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and each Credit Date, that:

(i) Schedule 4.4 hereto (as such schedule may be amended or supplemented from time to time) sets forth under the headings "Securities Accounts" and "Commodities Accounts," respectively, all of the Securities Accounts and Commodities Accounts in which each Grantor has an interest. Each Grantor is the sole entitlement holder of each such Securities Account and Commodity Account, and such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Collateral Agent pursuant hereto) having "control" (within the meanings of Sections 8-106 and 9-106 of the UCC) over, or any other interest in, any such Securities Account or Commodity Account or securities or other property credited thereto;

(ii) Schedule 4.4 hereto (as such schedule may be amended or supplemented from time to time) sets forth under the headings "Deposit Accounts" all of the Deposit Accounts in which each Grantor has an interest. Each Grantor is the sole account holder of each such Deposit Account and such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Collateral Agent pursuant hereto) having either sole dominion and control (within the meaning of common law) or "control" (within the meanings of Section 9-104 of the UCC) over, or any other interest in, any such Deposit Account or any money or other property deposited therein; and

(iii) Except as otherwise provided in this Agreement, each Grantor has taken all actions necessary or desirable, including those specified in Section 4.4.4(b), to: (a) establish Collateral Agent's "control" (within the meanings of Sections 8-106 and 9-106 of the UCC) over any portion of the Investment Related Property constituting Certificated Securities, Uncertificated Securities, Securities Accounts, Securities Entitlements or Commodities Accounts (each as defined in the UCC); (b) establish the Collateral Agent's "control" (within the meaning of Section 9-104 of the UCC) over all Deposit Accounts; and (c) deliver all Instruments to the Collateral Agent.

(b) Delivery and Control

(i) With respect to any Investment Related Property consisting of Securities Accounts or Securities Entitlements with market value in excess of $100,000 in each account or $500,000 in the aggregate, it shall cause the securities intermediary maintaining such Securities Account or Securities Entitlement to enter into an agreement substantially in the form of Exhibit C hereto or such other form as shall be reasonably acceptable to the Collateral Agent pursuant to which it shall agree to comply with the Collateral Agent's "entitlement orders" without further consent by such Grantor. With respect to any Investment Related Property that is a "Deposit Account" with outstanding balance in excess of $100,000 in each account or $500,000 in the aggregate, it shall cause the depositary institution maintaining such account to enter into an agreement substantially in the form of Exhibit D hereto or such other form as shall be reasonably acceptable to the Collateral Agent, pursuant to which the Collateral Agent shall have both sole dominion and control over such Deposit Account (within the meaning of the common law) and "control" (within the meaning of Section 9-104 of the UCC) over such Deposit Account. Each Grantor shall have entered into such control agreement or agreements with respect to: (i) any Securities Accounts, Securities Entitlements with market value in excess of $100,000 in each account or $500,000 in the aggregate or Deposit Accounts with outstanding balance in excess of $100,000 in each account or $500,000 in the aggregate that exist on the Credit Date, as of or prior to the Credit Date (except as otherwise agreed to in the Credit Agreement) and (ii) any Securities Accounts, Securities Entitlements with market value in excess of $100,000 in each account or $500,000 in the aggregate or Deposit Accounts with outstanding balance in excess of $100,000 in each account or $500,000 in the aggregate that are created or acquired after the Credit Date, as of or prior to the deposit or transfer of any such Securities Entitlements or funds, whether constituting moneys or investments, into such Securities Accounts or Deposit Accounts. The Collateral Agent shall not issue any directions, instructions or orders to any applicable securities intermediary or depositary institution with respect to any Securities Account or Deposit Account unless an Event of Default shall have occurred and be continuing.

Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have the right, without notice to any Grantor, to transfer all or any portion of the Investment Related Property to its name or the name of its nominee or agent. In addition, the Collateral Agent shall have the right at any time, without notice to any Grantor, to exchange any certificates or instruments representing any Investment Related Property for certificates or instruments of smaller or larger denominations.

4.5 [Reserved].

4.6 Letter of Credit Rights.

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date, that:

(i) all letters of credit in excess of $1,500,000 in the aggregate to which such Grantor has rights is listed on Schedule 4.6 (as such schedule may be amended or supplemented from time to time) hereto; and

(ii) it has obtained the consent of each issuer of all letters of credit in excess of $1,500,000 in the aggregate to the assignment of the proceeds of the letter of credit to the Collateral Agent.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that with respect to any letter of credit in excess of $1,500,000 in the aggregate hereafter arising it shall obtain the consent of the issuer thereof to the assignment of the proceeds of the letter of credit to the Collateral Agent and shall deliver to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto.

4.7 Intellectual Property.

(a) Representations and Warranties. Except as disclosed in Schedule 4.7(H) (as such schedule may be amended or supplemented from time to time), each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date, that:

(i) Schedule 4.7 (as such schedule may be amended or supplemented from time to time) sets forth a true and complete list of (i) all United States, state and foreign registrations of and applications for Patents, Trademarks, and Copyrights owned by each Grantor and (ii) all Patent Licenses, Trademark Licenses, Trade Secret Licenses and Copyright Licenses material to the business of such Grantor;

(ii) it is the sole and exclusive owner of the entire right, title, and interest in and to all registrations and applications for Intellectual Property listed on Schedule 4.7 (as such schedule may be amended or supplemented from time to time), and owns or has the valid right to use all other Intellectual Property used in or necessary to conduct its business, free and clear of all Liens and licenses material to the business of such Grantor, except for Permitted Liens and the licenses set forth on Schedule 4.7(B), (D), (F) and (G) (as each may be amended or supplemented from time to time);

(iii) all Intellectual Property owned by such Grantor is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and each Grantor has performed all acts and has paid all renewal, maintenance, and other fees and taxes required to maintain each and every registration and application of Copyrights, Patents and Trademarks owned by such Grantor in full force and effect;

(iv) to each Grantor's knowledge all Intellectual Property owned by such Grantor is valid and enforceable; no holding, decision, or judgment has been rendered in any action or proceeding before any court or administrative authority challenging the validity of, such Grantor's right to register, or such Grantor's rights to own or use, any such Intellectual Property and no such action or proceeding is pending or, to such Grantor's knowledge, threatened;

(v) all registrations and applications for Copyrights, Patents and Trademarks owned by such Grantor are standing in the name of each Grantor, except as disclosed in Schedule 4.7 and none of the Trademarks, Patents, Copyrights or Trade Secrets owned by such Grantor has been licensed by any Grantor to any third party pursuant to a license material to the business of such Grantor, except as disclosed in Schedule 4.7(B), (D), (F), or (G) (as each may be amended or supplemented from time to time);

(vi) each Grantor has been using appropriate statutory notice of registration in connection with its use of registered Trademarks, proper marking practices in connection with the use of Patents, and appropriate notice of copyright in connection with the publication of Copyrights material to the business of such Grantor, except as would not have a Material Adverse Effect on the business of such Grantor;

(vii) each Grantor uses adequate standards of quality in the manufacture, distribution, and sale of all products sold and in the provision of all services rendered under or in connection with all Trademarks owned by such Grantor and has taken commercially reasonable efforts to ensure that all licensees of the Trademarks owned by such Grantor use such adequate standards of quality;

(viii) to each Grantor's knowledge the conduct of such Grantor's business does not infringe upon or otherwise violate any trademark, patent, copyright, trade secret or other intellectual property right owned or controlled by a third party; to each Grantor's knowledge no written claim has been made that the use of any Intellectual Property owned or used by Grantor (or any of its respective licensees) violates the asserted rights of any third party;

(ix) to each Grantor's knowledge, no third party is infringing upon or otherwise violating any rights in any Intellectual Property owned or used by such Grantor;

(x) no settlement or consents, covenants not to sue, nonassertion assurances, or releases have been entered into by Grantor or to which Grantor is bound that adversely affect Grantor's rights to own or use any Intellectual Property, except as would not have a Material Adverse Effect on the business of such Grantor; and

(xi) each Grantor has not made a previous assignment, sale, transfer or agreement constituting a present or future assignment, sale, transfer or agreement of any Intellectual Property owned by such Grantor that has not been terminated or released. There is no effective financing statement or other document or instrument now executed, or on file or recorded in any public office, granting a security interest in or otherwise encumbering any part of the Intellectual Property owned by such Grantor, other than in favor of the Collateral Agent and other than Permitted Liens.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees as follows:

(i) it shall not do any act or omit to do any act whereby any of the Intellectual Property owned by such Grantor which is material to the business of Grantor may lapse, or become abandoned, dedicated to the public, or unenforceable, or which would adversely affect the validity, grant, or enforceability of the security interest granted therein;

(ii) it shall not, with respect to any Trademarks owned by such Grantor which are material to the business of any Grantor, cease the use of any of such Trademarks or fail to maintain the level of the quality of products sold and services rendered under any of such Trademark at a level at least substantially consistent with the quality of such products and services as of the date hereof, and each Grantor shall take commercially reasonable efforts to ensure that licensees of such Trademarks use such consistent standards of quality;

(iii) it shall promptly notify the Collateral Agent if it knows that any item of the Intellectual Property owned by such Grantor that is material to the business of any Grantor may become (a) abandoned or dedicated to the public or placed in the public domain, (b) invalid or unenforceable, or (c) subject to any adverse determination or development (including the institution of proceedings) in any action or proceeding in the United States Patent and Trademark Office, the United States Copyright Office, any state registry, any foreign counterpart of the foregoing, or any court;

(iv) it shall take all reasonable steps in the United States Patent and Trademark Office, the United States Copyright Office, any state registry or any foreign counterpart of the foregoing, to pursue any application and maintain any registration of each Trademark, Patent, and Copyright owned by any Grantor and material to its business which is now or shall become included in the Intellectual Property including, but not limited to, those items on Schedule 4.7(A), (C) and (E) (as each may be amended or supplemented from time to time);

(v) in the event that any material Intellectual Property owned by or exclusively licensed to any Grantor is infringed, misappropriated, or diluted by a third party, such Grantor shall promptly take all reasonable actions to stop such infringement, misappropriation, or dilution and protect its rights in such Intellectual Property;

(vi) it shall promptly (but in no event more than thirty (30) days after any Grantor obtains knowledge thereof) report to the Collateral Agent (i) the filing of any application to register any Intellectual Property owned by such Grantor with the United States Patent and Trademark Office, the United States Copyright Office, or any state registry or foreign counterpart of the foregoing (whether such application is filed by such Grantor or through any agent, employee, licensee, or designee thereof) and (ii) the registration of any such Intellectual Property by any such office, in each case by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto;

(vii) it shall, promptly upon the reasonable request of the Collateral Agent, execute and deliver to the Collateral Agent any document required to acknowledge, confirm, register, record, or perfect the Collateral Agent's interest in any part of the Intellectual Property owned by such Grantor, whether now owned or hereafter acquired;

(viii) except with the prior consent of the Collateral Agent or as permitted under the Credit Agreement, each Grantor shall not execute, and there will not be on file in any public office, any effective financing statement or other document or instruments, except financing statements or other documents or instruments filed or to be filed in favor of the Collateral Agent or with respect to Permitted Liens and each Grantor shall not sell, assign, transfer, license, grant any option, or create or suffer to exist any Lien upon or with respect to the Intellectual Property owned by such Grantor, except for the Lien created by and under this Agreement and the other Credit Documents and Permitted Liens;

(ix) it shall hereafter use commercially reasonable efforts so as not to permit the inclusion in any contract to which it hereafter becomes a party of any provision that in any way materially impairs or prevents the creation of a security interest in, or the assignment of, such Grantor's rights and interests in any property included within the definitions of any Intellectual Property acquired under such contracts;

(x) it shall take all commercially reasonable steps reasonably necessary to protect the secrecy of all Trade Secrets;

(xi) it shall use proper statutory notice in connection with its use of any of the Intellectual Property owned by such Grantor, except as would not have a Materially Adverse Effect on the business of such Grantor; and

(xii) it shall continue to collect, at its own expense, all amounts due or to become due to such Grantor in respect of the Intellectual Property owned by such Grantor or any portion thereof. In connection with such collections, each Grantor may take (and, at the Collateral Agent's reasonable direction, shall take) such action as such Grantor or the Collateral Agent may deem reasonably necessary or advisable to enforce collection of such amounts. Notwithstanding the foregoing, the Collateral Agent shall have the right at any time, to notify, or require any Grantor to notify, any obligors with respect to any such amounts of the existence of the security interest created hereby.

4.8 Commercial Tort Claims

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date, that Schedule 4.8 (as such schedule may be amended or supplemented from time to time) sets forth all Commercial Tort Claims of each Grantor in excess of $250,000 individually or $1,000,000 in the aggregate; and

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that with respect to any Commercial Tort Claim in excess of $250,000 individually or $1,000,000 in the aggregate hereafter arising it shall deliver to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, identifying such new Commercial Tort Claims.

SECTION 5. FURTHER ASSURANCES; ADDITIONAL GRANTORS.

5.1 [Reserved].

5.2 Further Assurances.

(a) Each Grantor agrees that from time to time, at the expense of such Grantor, that it shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary, or that the Collateral Agent may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted hereby or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, each Grantor shall:

(i) file or authorize the filing of such financing or continuation statements, or amendments thereto, and execute and deliver such other agreements, instruments, endorsements, powers of attorney or notices, as may be necessary, or as the Collateral Agent may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby;

(ii) take all actions necessary to ensure the recordation of appropriate evidence of the liens and security interest granted hereunder in the Intellectual Property with any intellectual property registry in which said Intellectual Property owned by such Grantor is registered or in which an application for registration is pending including, without limitation, the United States Patent and Trademark Office, the United States Copyright Office, the various Secretaries of State, and the foreign counterparts on any of the foregoing;

(iii) at any reasonable time , upon request by the Collateral Agent (not to exceed four (4) times per year unless an Event of Default has occurred and is continuing), assemble the Collateral and allow inspection of the Collateral by the Collateral Agent, or persons designated by the Collateral Agent; and

(iv) at the Collateral Agent's reasonable request, appear in and defend any action or proceeding that may affect such Grantor's title to or the Collateral Agent's security interest in all or any part of the Collateral.

(b) Each Grantor hereby authorizes the Collateral Agent to file a Record or Records, including, without limitation, financing or continuation statements, and amendments thereto, in any jurisdictions and with any filing offices as the Collateral Agent may determine, in its sole discretion, are necessary or advisable to perfect the security interest granted to the Collateral Agent herein. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as the Collateral Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted to the Collateral Agent herein, including, without limitation, describing such property as "all assets, whether now owned or hereafter acquired " or "all personal property, whether now owned or hereafter acquired." Each Grantor shall furnish to the Collateral Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Collateral Agent may reasonably request, all in reasonable detail.

(c) Each Grantor hereby authorizes the Collateral Agent to modify this Agreement after obtaining such Grantor's approval of or signature to such modification by amending Schedule 4.7 (as such schedule may be amended or supplemented from time to time) to include reference to any right, title or interest in any existing Intellectual Property owned by such Grantor or any Intellectual Property acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property in which any Grantor no longer has or claims any right, title or interest.

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

SECTION 6. COLLATERAL AGENT APPOINTED ATTORNEY-IN-FACT.

6.1 Power of Attorney. Each Grantor hereby irrevocably appoints the Collateral Agent (such appointment being coupled with an interest) as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, the Collateral Agent or otherwise, from time to time in the Collateral Agent's discretion to take any action and to execute any instrument that the Collateral Agent may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, the following:

(a) upon the occurrence and during the continuance of any Event of Default, to obtain and adjust insurance required to be maintained by such Grantor pursuant to the Credit Agreement or paid to the Collateral Agent pursuant to the Credit Agreement;

(b) upon the occurrence and during the continuance of any Event of Default, to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(c) upon the occurrence and during the continuance of any Event of Default, to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (b) above;

(d) upon the occurrence and during the continuance of any Event of Default, to file any claims or take any action or institute any proceedings that the Collateral Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Collateral Agent with respect to any of the Collateral;

(e) to prepare and file any UCC financing statements against such Grantor as debtor;

(f) to prepare, sign, and file for recordation in any intellectual property registry in the U.S., appropriate evidence of the lien and security interest granted herein in the Intellectual Property owned by such Grantor in the name of such Grantor as debtor;

(g) upon the occurrence and during the continuance of any Event of Default, to take or cause to be taken all actions necessary to perform or comply or cause performance or compliance with the terms of this Agreement, including, without limitation, access to pay or discharge taxes or Liens (other than Permitted Liens) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Collateral Agent in its reasonable discretion, any such payments made by the Collateral Agent to become obligations of such Grantor to the Collateral Agent, due and payable immediately without demand; and

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

6.2 No Duty on the Part of Collateral Agent or Secured Parties. The powers conferred on the Collateral Agent hereunder are solely to protect the interests of the Secured Parties in the Collateral and shall not impose any duty upon the Collateral Agent or any Secured Party to exercise any such powers. The Collateral Agent and the Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

SECTION 7. REMEDIES.

7.1 Generally.

(a) If any Event of Default shall have occurred and be continuing, the Collateral Agent may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it at law or in equity, all the rights and remedies of the Collateral Agent on default under the UCC (whether or not the UCC applies to the affected Collateral) to collect, enforce or satisfy any Secured Obligations then owing, whether by acceleration or otherwise, and also may pursue any of the following separately, successively or simultaneously:

(i) require any Grantor to, and each Grantor hereby agrees that it shall at its expense and promptly upon request of the Collateral Agent forthwith, assemble all or part of the Collateral as directed by the Collateral Agent and make it available to the Collateral Agent at a place to be designated by the Collateral Agent that is reasonably convenient to both parties;

(ii) enter onto the property where any Collateral is located and take possession thereof with or without judicial process;

(iii) prior to the disposition of the Collateral, store, process, repair or recondition, in each case, the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent the Collateral Agent deems appropriate; and

(iv) without notice except as specified below or under the UCC, sell, assign, lease, license (on an exclusive or nonexclusive basis) or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as the Collateral Agent may deem commercially reasonable.

(b) The Collateral Agent or any Secured Party may be the purchaser of any or all of the Collateral at any public or private (to the extent to the portion of the Collateral being privately sold is of a kind that is customarily sold on a recognized market or the subject of widely distributed standard price quotations) sale in accordance with the UCC and the Collateral Agent, as collateral agent for and representative of the Secured Parties, shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale made in accordance with the UCC, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Collateral payable by the Collateral Agent at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor agrees that it would not be commercially unreasonable for the Collateral Agent to dispose of the Collateral or any portion thereof by using Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets. Each Grantor hereby waives any claims against the Collateral Agent arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Collateral Agent accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Grantors shall be liable for the deficiency and the fees of any attorneys employed by the Collateral Agent to collect such deficiency. Each Grantor further agrees that a breach of any of the covenants contained in this Section will cause irreparable injury to the Collateral Agent, that the Collateral Agent has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no default has occurred giving rise to the Secured Obligations becoming due and payable prior to their stated maturities. Nothing in this Section shall in any way alter the rights of the Collateral Agent hereunder.

(c) The Collateral Agent may sell the Collateral without giving any warranties as to the Collateral. The Collateral Agent may specifically disclaim or modify any warranties of title or the like. This procedure will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

(d) The Collateral Agent shall have no obligation to marshal any of the Collateral.

7.2 Application of Proceeds. Except as expressly provided elsewhere in this Agreement, all proceeds received by the Collateral Agent in respect of any sale, any collection from, or other realization upon all or any part of the Collateral shall be applied in full or in part by the Collateral Agent against, the Secured Obligations in the following order of priority: First, to the payment of all costs and expenses of such sale, collection or other realization, including reasonable compensation to the Collateral Agent, Administrative Agents and their agents and counsel, and all other reasonable expenses, liabilities and advances made or incurred by the Collateral Agent or Administrative Agents in connection therewith, and all amounts for which the Collateral Agent or Administrative Agents are entitled to indemnification under the Credit Agreement (in its capacity as the Collateral Agent or Administrative Agents and not as a Lender) and all advances made by the Collateral Agent hereunder for the account of the applicable Grantor, and to the payment of all reasonable costs and expenses paid or incurred by the Collateral Agent in connection with the exercise of any right or remedy hereunder or under the Credit Agreement, all in accordance with the terms hereof or thereof; second, to the extent of any excess of such proceeds, to the payment of all other Secured Obligations for the ratable benefit of the Lenders and the Lender Counterparties in the manner and order provided in Section 2.17 of the Credit Agreement; and third, to the extent of any excess of such proceeds, to the payment to or upon the order of such Grantor or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

7.3 Sales on Credit. If Collateral Agent sells any of the Collateral upon credit, Grantor will be credited only with payments actually made by purchaser and received by Collateral Agent and applied to indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, Collateral Agent may resell the Collateral and Grantor shall be credited with proceeds of the sale.

7.4 Deposit Accounts.

If any Event of Default shall have occurred and be continuing, the Collateral Agent may apply the balance from any Deposit Account or instruct the bank at which any Deposit Account is maintained to pay the balance of any Deposit Account to or for the benefit of the Collateral Agent.

7.5 Investment Related Property.

Each Grantor recognizes that, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws, the Collateral Agent may be compelled, with respect to any sale of all or any part of the Investment Related Property conducted without prior registration or qualification of such Investment Related Property under the Securities Act and/or such state securities laws, to limit purchasers to those who will agree, among other things, to acquire the Investment Related Property for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges that any such private sale may be at prices and on terms less favorable than those obtainable through a public sale without such restrictions (including a public offering made pursuant to a registration statement under the Securities Act) and, notwithstanding such circumstances, each Grantor agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Collateral Agent shall have no obligation to engage in public sales and no obligation to delay the sale of any Investment Related Property for the period of time necessary to permit the issuer thereof to register it for a form of public sale requiring registration under the Securities Act or under applicable state securities laws, even if such issuer would, or should, agree to so register it. If the Collateral Agent determines to exercise its right to sell any or all of the Investment Related Property, upon written request, each Grantor shall and shall cause each issuer of any Pledged Stock to be sold hereunder, each partnership and each limited liability company from time to time to furnish to the Collateral Agent all such information as the Collateral Agent may reasonably request in order to determine the number and nature of interest, shares or other instruments included in the Investment Related Property which may be sold by the Collateral Agent in exempt transactions under the Securities Act and the rules and regulations of the Securities and Exchange Commission thereunder, as the same are from time to time in effect.

7.6 Intellectual Property.

(a) Anything contained herein to the contrary notwithstanding, upon the occurrence and during the continuation of an Event of Default:

(i) the Collateral Agent shall have the right (but not the obligation) to bring suit or otherwise commence any action or proceeding in the name of any Grantor, the Collateral Agent or otherwise, in the Collateral Agent's sole discretion, to enforce any Intellectual Property owned by such Grantor, in which event such Grantor shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all documents required by the Collateral Agent in aid of such enforcement and such Grantor shall promptly, upon demand, reimburse and indemnify the Collateral Agent as provided in Section 10 hereof in connection with the exercise of its rights under this Section, and, to the extent that the Collateral Agent shall elect not to bring suit to enforce any Intellectual Property owned by such Grantor as provided in this Section, each Grantor agrees to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement or other violation of any of such Grantor's rights in the Intellectual Property owned by such Grantor by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing as shall be necessary to prevent such infringement or violation;

(ii) upon written demand from the Collateral Agent, each Grantor shall grant, assign, convey or otherwise transfer to the Collateral Agent or such Collateral Agent's designee all of such Grantor's right, title and interest in and to the Intellectual Property owned by such Grantor and shall execute and deliver to the Collateral Agent such documents as are necessary or appropriate to carry out the intent and purposes of this Agreement;

(iii) each Grantor agrees that such an assignment and/or recording shall be applied to reduce the Secured Obligations outstanding only to the extent that the Collateral Agent (or any Secured Party) receives cash proceeds in respect of the sale of, or other realization upon, the Intellectual Property owned by such Grantor;

(iv) within five (5) Business Days after written notice from the Collateral Agent, each Grantor shall make available to the Collateral Agent, to the extent within such Grantor's power and authority, such personnel in such Grantor's employ on the date of such Event of Default as the Collateral Agent may reasonably designate, by name, title or job responsibility, to permit such Grantor to continue, directly or indirectly, to produce, advertise and sell the products and services sold or delivered by such Grantor under or in connection with the Trademarks owned by such Grantor, Trademark Licenses to which such Grantor is a party, such persons to be available to perform their prior functions on the Collateral Agent's behalf and to be compensated by the Collateral Agent at such Grantor's expense on a per diem, pro-rata basis consistent with the salary and benefit structure applicable to each as of the date of such Event of Default; and

(v) the Collateral Agent shall have the right to notify, or require each Grantor to notify, any obligors with respect to amounts due or to become due to such Grantor in respect of the Intellectual Property owned by such Grantor, of the existence of the security interest created herein, to direct such obligors to make payment of all such amounts directly to the Collateral Agent, and, upon such notification and at the expense of such Grantor, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done:

(1) all amounts and proceeds (including checks and other instruments) received by Grantor in respect of amounts due to such Grantor in respect of the Intellectual Property owned by such Grantor or any portion thereof shall be received in trust for the benefit of the Collateral Agent hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over or delivered to the Collateral Agent in the same form as so received (with any necessary endorsement) to be held as cash Collateral and applied as provided by Section 7.7 hereof; and

(2) Grantor shall not adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obligor with respect thereto or allow any credit or discount thereon.

(b) If (i) an Event of Default shall have occurred and, by reason of cure, waiver, modification, amendment or otherwise, no longer be continuing, (ii) no other Event of Default shall have occurred and be continuing, (iii) an assignment or other transfer to the Collateral Agent of any rights, title and interests in and to the Intellectual Property owned by such Grantor shall have been previously made and shall have become absolute and effective, and (iv) the Secured Obligations shall not have become immediately due and payable, upon the written request of any Grantor, the Collateral Agent shall promptly execute and deliver to such Grantor, at such Grantor's sole cost and expense, such assignments or other transfer as may be necessary to reassign to such Grantor any such rights, title and interests as may have been assigned to the Collateral Agent as aforesaid, subject to any disposition thereof that may have been made by the Collateral Agent; provided, after giving effect to such reassignment, the Collateral Agent's security interest granted pursuant hereto, as well as all other rights and remedies of the Collateral Agent granted hereunder, shall continue to be in full force and effect; and provided further, the rights, title and interests so reassigned shall be free and clear of any other Liens granted by or on behalf of the Collateral Agent and the Secured Parties.

(c) Solely for the purpose of enabling the Collateral Agent to exercise rights and remedies under this Section 7 and at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent, to the extent it has the right to do so, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to such Grantor), subject, in the case of Trademarks, to sufficient rights to quality control and inspection in favor of such Grantor to avoid the risk of invalidation of said Trademarks, to use, operate under, license, or sublicense any Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located.

7.7 Cash Proceeds. Upon and during the continuation of an Event of Default, all proceeds of any Collateral received by any Grantor consisting of cash, checks and other non-cash items (collectively, "Cash Proceeds") shall be held by such Grantor in trust for the Collateral Agent, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Collateral Agent, in the exact form received by such Grantor (duly indorsed by such Grantor to the Collateral Agent, if required) and held by the Collateral Agent in the Collateral Account. Any Cash Proceeds received by the Collateral Agent (whether from a Grantor or otherwise) then or at any time thereafter may be applied by the Collateral Agent against the Secured Obligations then due and owing in accordance with Section 7.2 hereof.

SECTION 8. COLLATERAL AGENT.

The Collateral Agent has been appointed to act as Collateral Agent hereunder by Lenders and, by their acceptance of the benefits hereof, the other Secured Parties. The Collateral Agent shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of Collateral), solely in accordance with this Agreement and the Credit Agreement; provided, the Collateral Agent shall, after payment in full of all Obligations under the Credit Agreement and the other Credit Documents, exercise, or refrain from exercising, any remedies provided for herein in accordance with the instructions of the holders of a majority of the aggregate notional amount (or, with respect to any Hedge

Agreement that has been terminated in accordance with its terms, the amount then due and payable (exclusive of expenses and similar payments but including any early termination payments then due) under such Hedge Agreement) under all Hedge Agreements. In furtherance of the foregoing provisions of this Section, each Secured Party, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Collateral hereunder, it being understood and agreed by such Secured Party that all rights and remedies hereunder may be exercised solely by the Collateral Agent for the benefit of Secured Parties in accordance with the terms of this Section. Collateral Agent may resign at any time by giving thirty (30) days' prior written notice thereof to Lenders and the Grantors, and Collateral Agent may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Grantors and Collateral Agent signed by the Requisite Lenders. Upon any such notice of resignation or any such removal, Requisite Lenders shall have the right, upon five (5) Business Days' notice to the Administrative Agent, to appoint a successor Collateral Agent. Upon the acceptance of any appointment as Collateral Agent hereunder by a successor Collateral Agent, that successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Collateral Agent under this Agreement, and the retiring or removed Collateral Agent under this Agreement shall promptly (i) transfer to such successor Collateral Agent all sums, Securities and other items of Collateral held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Collateral Agent under this Agreement, and (ii) execute and deliver to such successor Collateral Agent or otherwise authorize the filing of such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Collateral Agent of the security interests created hereunder, whereupon such retiring or removed Collateral Agent shall be discharged from its duties and obligations under this Agreement. After any retiring or removed Collateral Agent's resignation or removal hereunder as the Collateral Agent, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was the Collateral Agent hereunder.

SECTION 9. CONTINUING SECURITY INTEREST; TRANSFER OF LOANS.

(a) This Agreement shall create a continuing security interest in the Collateral and shall remain in full force and effect until the payment in full of all Secured Obligations, the cancellation or termination of the Commitments and the cancellation or expiration of all outstanding Letters of Credit, be binding upon each Grantor, its successors and assigns, and inure, together with the rights and remedies of the Collateral Agent hereunder, to the benefit of the Collateral Agent and its successors, transferees and assigns. Without limiting the generality of the foregoing, but subject to the terms of the Credit Agreement, any Lender may assign or otherwise transfer any Loans held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Lenders herein or otherwise. Upon the payment in full of all Secured Obligations, the cancellation or termination of the Commitments and the cancellation or expiration or cash-collateralization of all outstanding Letters of Credit, (i) the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Collateral shall automatically revert to Grantors with no further action on the part of any Person and (ii) the Collateral Agent shall be deemed to have authorized as of such date each Grantor to file financing statements, including amendments and terminations, to evidence the termination of the security interest. Upon any such termination the Collateral Agent shall, at Grantors' expense, execute and deliver to Grantors such documents as Grantors shall reasonably request to evidence such termination.

(b) Upon any disposition of property permitted by the Credit Agreement, (i) the Liens granted herein shall be deemed to be automatically released and such property shall automatically revert to the applicable Grantor with no further action on the part of any Person and (ii) the Collateral Agent shall at Grantor's expense promptly file or authorize the filing of financing statements amendments in form and substance reasonably satisfactory to the Collateral Agent to evidence the foregoing release. The Collateral Agent shall, at Grantor's expense, execute and deliver such documents as Grantors shall reasonably request to evidence such release.

SECTION 10. STANDARD OF CARE; COLLATERAL AGENT MAY PERFORM.

The powers conferred on the Collateral Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Collateral 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. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Collateral Agent accords its own property. Neither the Collateral Agent nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise. If any Grantor fails to perform any agreement contained herein, the Collateral Agent may itself perform, or cause performance of, such agreement, and the reasonable expenses of the Collateral Agent incurred in connection therewith shall be payable by each Grantor under Section 10.2 of the Credit Agreement.

SECTION 11. MISCELLANEOUS.

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

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).

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

GENTEK INC.

By ______________________
Name: Matthew M. Walsh
Title: Chief Financial Officer, Vice President and Assistant Treasurer

GENTEK HOLDING, LLC

By ______________________
Name: Matthew M. Walsh
Title: Chief Financial Officer and Vice President

(signatures continue on next page)

GUARANTORS:

BALCRANK PRODUCTS INC.
BIG T-2 COMPANY LLC
BINDERLINE DRAFTLINE, INC.
CON-X CORPORATION
DEFIANCE, INC.
DEFIANCE KINEMATICS INC.
DEFIANCE PRECISION PRODUCTS, INC.
DEFIANCE PRECISION PRODUCTS MANAGEMENT LLC
DEFIANCE PRECISION PRODUCTS MANUFACTURING LLC
DEFIANCE TESTING & ENGINEERING SERVICES, INC.
FINI ENTERPRISES, INC.
GENERAL CHEMICAL LLC
GENERAL CHEMICAL PERFORMANCE PRODUCTS LLC
GENERAL CHEMICAL WEST LLC
GENTEK TECHNOLOGIES MARKETING INC.
HY-FORM PRODUCTS, INC.
NOMA CORPORATION
NOMA DELAWARE INC.
NOMA HOLDING INC.
NOMA O.P., INC.
NOMA TECHNOLOGIES LIMITED PARTNERSHIP
By: Noma Holding Inc., its General Partner
PRINTING DEVELOPMENTS, INC.
REHEIS, INC.
TOLEDO TECHNOLOGIES INC.
TOLEDO TECHNOLOGIES MANAGEMENT LLC
TOLEDO TECHNOLOGIES MANUFACTURING LLC
VIGILANT NETWORKS LLC

By ______________________
Name: Matthew M. Walsh
Title: Chief Financial Officer and Vice President of each of the above named entities

(signatures continue on next page)

BANK OF AMERICA, N.A.,
as Collateral Agent

By: James C. Silva
Name: James C. Silva
Title: Managing Director

PLEDGE AND SECURITY AGREEMENT SCHEDULES

SCHEDULE 4.1

GENERAL INFORMATION

(A) Full legal name; type of organization; jurisdiction of organization; organizational identification number; and location of the chief executive office

Full Legal Name	Type of Org.	Juris. of Incorporation/ Organization	Org. ID No. (if any)	Chief Executive Office
Balcrank Products Inc.	Corp.	Delaware	2207521	1 Balcrank Way Weaversville, NC 28787
Big T-2 Company LLC	LLC	Delaware	3276698	90 East Halsey Road Parsippany, NJ 07054
Binderline Draftline, Inc.	Corp.	Michigan	034683	200 Galleria Officentre, Suite 200 Southfield, MI 48086
Con-X Corporation	Corp.	Alabama	N/A	90 East Halsey Road Parsippany, NJ 07054
Defiance, Inc.	Corp.	Delaware	2069193	28271 Cedar Park Blvd. Perrysburg, OH 43551
Defiance Kinematics Inc.	Corp.	Delaware	3062618	1150 West Maple Troy, MI 45083
Defiance Precision Products Management LLC	LLC	Delaware	3329244	1125 Precision Way Defiance, OH 43512
Defiance Precision Products Manufacturing LLC	LLC	Delaware	3329239	1125 Precision Way Defiance, OH 43512
Defiance Precision Products, Inc.	Corp.	Ohio	625514	1125 Precision Way Defiance, OH 43512
Defiance Testing and Engineering Services, Inc.	Corp.	Michigan	207-386	1150 West Maple Troy, MI 45083
Fini Enterprises, Inc.	Corp.	Texas	751433	90 East Halsey Road Parsippany, NJ 07054
General Chemical LLC	LLC	Delaware	3706888	90 East Halsey Road Parsippany, NJ 07054
General Chemical Performance Products LLC	LLC	Delaware	3707487	90 East Halsey Road Parsippany, NJ 07054
General Chemical West LLC	LLC	Delaware	3699814	90 East Halsey Road Parsippany, NJ 07054
GenTek Holding, LLC (f/k/a GenTek Holding Corporation)	Corp.	Delaware	2079717	90 East Halsey Road Parsippany, NJ 07054
GenTek Inc.	Corp.	Delaware	2994852	90 East Halsey Road Parsippany, NJ 07054
GenTek Technologies Marketing Inc.	Corp.	Delaware	3699823	200 Galleria Officentre, Suite 200 Southfield, MI 48086
Hy-Form Products, Inc.	Corp.	Michigan	173996	200 Galleria Officentre, Suite 200 Southfield, MI 48086
Noma Corporation	Corp.	Delaware	2252197	200 Galleria Officentre, Suite 200 Southfield, MI 48086

Full Legal Name	Type of Org.	Juris. of Incorporation/ Organization	Org. ID No. (if any)	Chief Executive Office
Noma Delaware Inc.	Corp.	Delaware	3699822	200 Galleria Officentre, Suite 200 Southfield, MI 48086
Noma Holding Inc.	Corp.	Delaware	3699820	200 Galleria Officentre, Suite 200 Southfield, MI 48086
Noma O.P., Inc.	Corp.	Delaware	2389840	200 Galleria Officentre, Suite 200 Southfield, MI 48086
Noma Technologies Limited Partnership	LP	Massachusetts	74-3104951	200 Galleria Officentre, Suite 200 Southfield, MI 48086
Printing Developments, Inc.	Corp.	Delaware	2079729	2010 Indiana Street Racine, WI 53405
Reheis, Inc.	Corp.	Delaware	2071536	90 East Halsey Road Parsippany, NJ 07054
Toledo Technologies Inc.	Corp.	Delaware	0847235	28271 Cedar Park Blvd. Perrysburg, OH 43551
Toledo Technologies Management LLC	LLC	Delaware	3329240	28271 Cedar Park Blvd. Perrysburg, OH 43551
Toledo Technologies Manufacturing LLC	LLC	Delaware	3329239	28271 Cedar Park Blvd. Perrysburg, OH 43551
Vigilant Networks LLC	LLC	Delaware	3276700	90 East Halsey Road Parsippany, NJ 07054

(B) Other Names (including Trade Names or Fictitious Business Names)

Grantor	Other Names
Defiance Testing & Engineering Service, Inc.	Defiance-STS/SMC; Defiance, Inc/SMTC; Defiance-SMC; Defiance-SMS/STS; Defiance-STS; Defiance/Manta; Engineered Electronics; Structural Mechanics Consultants; Structural Testing Services
General Chemical Corporation	General Chemical Corporation of Delaware; Delaware GenChem Corporation; Delaware General Chemical; GenChem; GenChem Corporation; General Chemical Corporation (Delaware); Texgen Corporation; General Chemical Corporation; Delaware General Chemical Corporation; Gen Chem; Tex Gen; Delaware GenChem Corporation; PPI Holdings, Inc.; Fini Acquisition Corp.
Reheis, Inc.	Reheis Chemical Company, Inc.
Vigilant Networks LLC	Big T-1 Company LLC

(C) Fundamental Changes (including name changes, jurisdiction of organization changes, chief executive office or changes to corporate structure in any way (e.g., by merger, consolidation, change in corporate form or otherwise)

Grantor	Date of Change	Description of Change
Noma Corporation Noma Technologies Limited Partnership	June 30, 2004	Acquisition of Whirlpool de Reynosa, S.A. de C.V.
Con-X Corporation	5/31/2000	Acquired by GenTek Inc.
Defiance Testing & Engineering Services, Inc.	12/28/2001	Defiance Testing & Engineering Services, Inc.'s purchase of MIRA North America, Inc., and Sale of Assets by Defiance Testing & Engineering Services, Inc. to Environmental Screening Technology, Inc.
Fini Enterprises, Inc.	5/11/2000	Acquired by Fini Acquisition Corporation
GenTek Holding, LLC (f/k/a GenTek Holding Corporation)	5/18/2000	Acquisition of assets of Moore Enviro-Chemical Inc.
GenTek Holding, LLC (f/k/a GenTek Holding Corporation)	9/28/2000	Merger of Fini Acquisition Corp. into General Chemical Corporation
GenTek Holding, LLC (f/k/a GenTek Holding Corporation)	10/1/2000	Joint owner of Elvira Prettl Joint Venture Holding I.G.
GenTek Holding, LLC (f/k/a GenTek Holding Corporation)	10/31/2001	Acquisition of Assets of Jones-Hamilton Co.
GenTek Holding, LLC (f/k/a GenTek Holding Corporation)	1/6/03	Name change. Formerly General Chemical Corporation.
GenTek Inc.	5/31/2000	Acquisition of Con-X Corporation
GenTek Inc.	8/23/2000	Acquisition of assets of Vigilant Networks, Inc.
GenTek Inc.	1/1/2001	Asset Purchase of PrettlNoma JV
GenTek Inc.	3/31/2004	Change of chief executive office. Prior address: Liberty Lane, Hampton, NH 03842
Hy-Form Products, Inc.	5/8/2001 and 11/30/2001	Sale of assets
Reheis, Inc.	9/30/2002	Sale of assets of Antacid business of Reheis, Inc. and Reheis Ireland to SPI Pharma, Inc.
Vigilant Networks LLC	8/23/2000	Acquired by GenTek Inc.

(D) Existing security agreements

1. Agreement(s) creating liens on equipment securing note by Defiance Precision Products, Inc. owing to the Village of Hicksville maturing June 1, 2006.

2. Agreement(s) creating liens securing Electronic Interconnect Systems, Inc. capital lease of certain real property with the City of Mineral Wells as lessor.

3. Agreement(s) creating liens securing Noma Corporation's capital leases of certain parcels of real property with Tyco Electronics, as lessor.

4. Agreement(s) creating liens encumbering the following co-owned/assigned patents (if any):

Owner	Title	Jurisdiction	Pat. No. (App. No.)	Issue Date (App. Date)	Status/Comments
General Chemical Corporation	Single step purification of sulfur dioxide gas prepared by the combustion of sulfur containing compounds	USA	4,659,556	04/21/1987	Issued; AlliedSignal, Inc. listed as co-owner
Toledo Technologies, Inc. (d/b/a Toledo Stamping & Manufacturing Company)	Boat-type rocker arm assembly	USA	4,799,464	01/24/1989	Issued; General Motors Corporation listed as co-owner.
General Chemical Corporation	Deliquescent salt addition to alum used to treat animal waste products	USA	6,468,518	10/22/2002	Issued; Patent partially assigned to University of Arkansas.

SCHEDULE 4.7

INTELLECTUAL PROPERTY – EXCEPTIONS

Copyrights

Registered Owner	Title of Work	Type of Work	Date of Registration	Registration Number
General Chemical Performance Products LLC	Keeping Lakes Alive	Videotape	04/06/2004	PA 1-225-548

U.S. Patents

Owner	Title	Pat. No. (App. No.)	Issue Date (App. Date)	Status
Balcrank Products, Inc.	Pressurized Fluid Dispenser	(10/337,433)	(01/02/2003)	Published application with publication no. 2004-0140327
Balcrank Products, Inc.	Pump priming apparatus	(10/166,516)	(06/10/2002)	Published application with publication no. 2003-0228228
Balcrank Products, Inc.	Apparatus and method for collection and transfer of a liquid	5,921,262	07/13/1999	Issued
Defiance Precision Products Inc.	Manufacturing process for making engine components of high…	6,688,148	01/10/2004)	Issued
Fini Enterprises Inc.	Improved liquid ferric sulfate manufacturing process	(10/387,307)	(03/12/2003)	
Fini Enterprises, Inc.	Process for making liquid ferric sulfate	4,814,158	03/21/1989	Issued
General Chemical Corporation	Spin-on adhesive for temporary wafer coating and mounting…	(10/325,389)	(12/20/2002)	Published application with publication no. 2004-0121618
General Chemical Corporation	Preparation of aluminum water treating product	(10/309,303)	(12/03/02)	Published application with publication no. 2004-0105811
General Chemical Corporation	Metal safe stabilized stripper for removing cured polymeric…	(10/273,393)	(10/17/2002)	Published application with publication no. 2004-0074519

Owner	Title	Pat. No. (App. No.)	Issue Date (App. Date)	Status
General Chemical Corporation	Improved process for the recovery of sodium nitrite	(10/255,292)	(09/26/2002)	Published application with publication no. 2004-0062703
General Chemical Corporation	Preparation of non-corrosive aluminum sulfate	(10/244,692)	(09/16/2002)	Published application with publication no. 2004-0052719
General Chemical Corporation	De-watering process	6,805,802	10/19/2004	Issued
General Chemical Corporation	Cured polymers dissolving compositions	6,818,608	11/16/2004	Issued
General Chemical Corporation	Method for permanganate bleaching of fabric and garments	4,795,476	01/13/1989	Issued
General Chemical Corporation	Manufacture and use of polymer modified aluminum hydroxide and basic aluminum sulfate	4,826,606	05/02/1989	Issued
General Chemical Corporation	Process for the manufacture of sodium metabisulfite	4,844,880	07/04/1989	Issued
General Chemical Corporation	Method for permanganate bleaching of fabric and garments	5,017,301	05/21/1991	Issued
General Chemical Corporation	Method of treating lake water with aluminum hydroxide sulfate	5,039,427	08/13/1991	Issued
General Chemical Corporation	Cocurrent flow process for the manufacture of sodium sulfite and bisulfite solutions	5,266,296	11/30/1993	Issued
General Chemical Corporation	Removal of aluminum and sulfate ions form aqueous solutions	5,338,457	08/16/1994	Issued
General Chemical Corporation	Corrosion inhibitors for coatings	5,409,528	04/25/1995	Issued
General Chemical Corporation	Stable nitrite solutions	5,558,772	09/24/1996	Issued
General Chemical Corporation	Improved Activated silica sol	5,573,674	11/12/1996	Issued
General Chemical Corporation	Synthetic topsoil composition	5,755,858	05/26/1998	Issued

Owner	Title	Pat. No. (App. No.)	Issue Date (App. Date)	Status
General Chemical Corporation	Color removal from effluent waters	5,766,485	06/16/1998	Issued
General Chemical Corporation	Method for preserving seafood	5,830,522	11/03/1998	Issued
General Chemical Corporation	System for transporting solid materials	5,919,377	07/06/1999	Issued
General Chemical Corporation	Stable suspensions of solids in metal salt solutions for use in water treatment	6,165,369	12/26/2000	Issued
General Chemical Corporation	Deliquescent salt addition to alum used to treat animal waste products	6,468,518	10/22/2002	Issued; Patent partially assigned to University of Arkansas.
General Chemical Corporation	Control of ammonia and phosphorus in milking parlors	6,530,343	03/11/2003	Issued
General Chemical Corporation	Mid-basicity aluminum compounds and methods of making	6,537,464	03/25/2003	Issued
General Chemical Corporation	Stable metal-safe stripper for removing cured negative-tone novolak and acrylic photoresists and post-etch residue	6,551,973	04/22/2003	Issued
General Chemical Performance Products LLC	Spin-on Adhesive for Temporary Wafer Coating and Mounting to Support Thinning and Backside Processing	(10/899,910)	(07/27/2004)	
General Chemical Performance Products LLC	Dissolving Gel for Cured Polysulfide Resins	(10/790,664	(03/01/2004)	
General Chemical Performance Products LLC	Environmental Control of Confined Animal Rearing Facilities with Liquid Ironcompounds	(10/887,281)	(07/08/2004)	
General Chemical Performance Products LLC	Improved Etchants Containing Filterable Surfactant	(10/791,620)	(03/02/2004)	
General Chemical Performance Products LLC	Hight Temperature Functioning Stripper for Cured Difficult to Remoce Photoresist Coatings	(10/930,096)	(08/31/2004)	

Owner	Title	Pat. No. (App. No.)	Issue Date (App. Date)	Status
Noma Corporation	Closure Plugs	5,649,511	07/22/1997	Issued
Noma Corporation	Waherless Block heater	5,553,578	09/10/1996	Issued
Printing Developments Inc.	Aluminum printing plates and method of making	6,664,019	12/16/2003	Issued
Printing Developments Inc.	CTP stainless steel bimetal printing plate	(10/390,980)	(03/18/2003)	Published application with publication no. 2004-0185376
Printing Developments, Inc.	Photoresists and method for making printing plates	5,962,192	10/05/1999	Issued
Printing Developments, Inc.	Photoresists and method for making printing plates	6,037,085	03/14/2000	Issued
Reheis Inc.	Enhanced Efficacy Basic Aluminum Halides/Metal Cation Salt, antiperspirant Actives and . . .	(10/807,872)	(03/24/2004)	
Reheis, Inc.	Halogen scavenger for olefin formulations	6,803,401	10/12/2004	Issued
Reheis, Inc.	Stable aluminum / zirconium antiperspirant solution free of…	(10/625,038)	(07/22/2003)	Published application with publication no. 2005-0019287
Reheis, Inc.	Antiperspirant compositions of enhanced efficacy containing…	(10/292,861)	(11/12/2002)	Published application with publication no. 2004-0091436
Reheis, Inc.	Novel antiperspirant/deodorant active for no white residue…	6,835,374	12/28/2004	Issued
Reheis, Inc.	Skin friendly antiperspirant composition & method of making	6,649,153	11/28/2003	Issued
Reheis, Inc.	Amino acid free stable aluminum/zirconium antiperspirant	(10/185,298)	(06/28/2002)	Published application with publication no. 2004-0001795
Reheis, Inc.	Encapsulation of adjuvants within antiperspirant actives	4,818,522	04/04/1989	Issued
Reheis, Inc.	Enhanced efficacy aluminum chlorhydrate antiperspirant and method of making same	5,234,677	08/10/1993	Issued

Owner	Title	Pat. No. (App. No.)	Issue Date (App. Date)	Status
Reheis, Inc.	Basic aluminum and aluminum/zirconium antiperspirants and method of making the same	5,718,876	02/17/1998	Issued
Reheis, Inc.	Method of inhibiting perspiration with basic aluminum and aluminum/zirconium antiperspirants	5,908,616	06/01/1999	Issued
Reheis, Inc.	Antiperspirant compositions for aerosol formulations	6,024,945	02/15/2000	Issued
Reheis, Inc.	Improved aluminum-zirconium complexes and method of making enhanced efficacy antiperspirants	6,451,296	09/17/2002	Issued
Reheis, Inc.	A Method of Making Aluminum-Zirconium Antiperspirant of enhanced Efficacy	(10/756,620)	(02/17/2004)	
Reheis, Inc.	High pH Antiperspirant Compositions of enhanced Efficacy	(10/857,493)	(05/28/2004)	
Reheis, Inc.	Fragrance Friendly and Cost Effective Antiperspirant Actives and Method od Making the Same	(10/865,397)	(06/10/2004)	
Reheis, Inc.	Enhanced Efficacy Basic Aluminum Halides, antiperspirant Active Compositions and Methods for Making	(10/807,996)	(03/24/2004)	
Toledo Technologies	A Method of Forming a Cam-engaged Rocker Arm	(10/927,372)	(08/26/2004)	
Toledo Technologies	Valve Deactivation Device	(60/546,692)	(02/20/2004)	Provisional Application – Nonprovisional being prepared for filing
Toledo Technologies Inc.	Rocker arm with cam-contacting roller	4,697,473	10/06/1987	Issued
Toledo Technologies Inc.	Cold-formed rocker arm with cam-contacting roller	4,796,483	01/10/1989	Issued

Owner	Title	Pat. No. (App. No.)	Issue Date (App. Date)	Status
Toledo Technologies Inc.	Rocker arm of the cam-follower type with ribs	4,825,717	05/02/1989	Issued
Toledo Technologies Inc.	Low-friction, boat-type rocker arm	4,848,180	07/18/1989	Issued
Toledo Technologies Inc.	Rocker arm for operating two valves	4,913,104	04/03/1990	Issued
Toledo Technologies Inc.	Rocker arm with integral ball pivot socket	5,038,726	08/13/1991	Issued
Toledo Technologies Inc.	Rocker arm	5,048,475	09/17/1991	Issued
Toledo Technologies Inc.	Rocker arm with lubrication provisions	5,063,889	11/12/1991	Issued
Toledo Technologies Inc.	Pedestal mounted rocker arm with bushing	5,123,384	06/23/1992	Issued
Toledo Technologies Inc.	Boat-type rocker arm with stiffening member	5,207,191	05/04/1993	Issued
Toledo Technologies Inc.	Rocker arm of the cam-follower type for operating two valves	5,259,346	11/09/1993	Issued
Toledo Technologies Inc.	Compact roller follower	5,799,546	09/01/1998	Issued
Toledo Technologies Inc.	Finger follower	5,983,848	11/16/1999	Issued.
Toledo Technologies Inc.	Interchangeable rocker arm assembly	6,230,676	05/15/2001	Issued
Toledo Technologies Inc.	Flat rocker arm having a clevis	6,474,282	11/05/2002	Issued
Toledo Technologies, Inc.	Boat-type rocker arm assembly	4,799,464	01/24/1989	Issued; General Motors Corporation listed as co-owner.
Toledo Technologies, Inc.	Rocker arm assembly having a spring clip valve guide	6,491,012	12/10/2002	Issued
Toledo Technologies, Inc.	Rocker Arm	5,016,582	05/21/1991	Issued

Non- U.S. Patents

Owner	Title	Country	Pat. No. (App. No.)	Issue Date (App. Date)	Status
Defiance Precision Products, Inc	Manufacturing process for making engine components of high carbon content steel using cold forming	Japan	(2002-559864)	(07/28/2002)	Published on 08/26/2004 Publication No. 2004-525768
Defiance Precision Products, Inc	Manufacturing process for making engine components of high carbon content steel using cold forming	South Korea	(10-2003-7009908)	(01/28/2002)	Published on 09/29/2003 Publication No. 2003-0077009
Defiance Precision Products, Inc.	Manufacturing process for making engine components of high carbon content steel using cold forming	Patent Cooperation Treaty	(PCT/US02/02522)	(01/28/2002)	Published on 08/01/2002 Publication No. WO 02/059383A3
Defiance Precision Products, Inc.	Manufacturing process for making engine components of high carbon content steel using cold forming	EPC	(2704273.8)	(01/28/2002)	Published on 11/12/2003 Publication No. 1360338
Defiance Precision Products, Inc.	Manufacturing process for making engine components of high carbon content steel using cold forming t	India	(1162/CHENP/2003)	(07/25/2003)	Filed
Defiance Precision Products, Inc.	Manufacturing process for making engine components of high carbon content steel using cold forming	China P.R.	(2805561.6)	(01/28/2002)	Published on 05/21/2004 Publication No. CN1494597A
General Chemical Corporation	Cocurrent flow process for the manufacture of sodium sulfite and bisulfite solutions	Canada	2057418	01/01/2002	Granted
General Chemical Corporation	Color removal from effluent waters	Canada	(2175128)	(04/26/1996)	Open to Public on 12/07/1996
General Chemical Corporation	Deliquesent salt addition to alum used to treat animal waste products	Canada	(2361213)	(11/05/2001)	Open to Public on 08/08/2002
General Chemical Corporation	Single step purification of sulfur dioxide gas prepared by the combustion of sulfur containing comp	Canada	1219732	03/31/1987	Granted

Owner	Title	Country	Pat. No. (App. No.)	Issue Date (App. Date)	Status
General Chemical Corporation	Soluble fluorinated cycloaklane sulfonate surfactant additives for NH_4HF oxide etchant solutions	EPC	201808	07/13/1994	Granted
Printing Developments, Inc.	Improved Photoreist and Method for Making Printing Plates	Italy	814382	10/18/2001	Granted
Printing Developments, Inc.	Improved Photoresist and Method for Making Printing Plates	France	814382	10/18/2001	Granted
Printing Developments, Inc.	Improved Photoresist and Method for Making Printing Plates	Great Britain	814382	10/18/2001	Granted
Printing Developments, Inc.	Improved Photoresists and Method for Making Printing Plates	Germany	69708515.5-08	10/18/2001	Granted
Printing Developments, Inc.	Improved Photoresists and Method for Making Printing Plates	Canada	(2207864)	(06/17/1997)	Open to Public on 12/19/1997
Printing Developments, Inc.	Improved Photresists and Method for Making Printing Plates	Japan	(9-197687)	(06/18/1997)	Published on 04/24/1998
Pyroil Canada Ltd.	Core plug block heater	EPC	(1304389.8)	(05/17/2001)	Published on 11/21/2001 Publication No. EP1156211
Pyroil Canada Ltd.	Core plug block heater and method	Canada	(2347605)	(05/16/2001)	Open to Public on 11/17/2001
Pyroil Canada Ltd.	Pen clip for auto block heaters	Canada	(2347612)	(05/16/2001)	Open to Public on 11/17/2001
Pyroil Canada Ltd.	Plug block heater and method	Norway	(20012381)	(05/15/2001)	Filed
Reheis, Inc.	A Method of Making Aluminum-Zirconium Antiperspirant of Enhanced Efficacy	Argentina	(P050100048)	(01/17/2005)	Filed
Reheis, Inc.	A Method of Making Aluminum-Zirconium Antiperspirant of Enhanced Efficacy	Peru	(000039-2005/OIN)	(01/05/2005)	Filed
Reheis, Inc.	Activated Aluminum/Depolymerized Zirconium Antiperspirant Compositions	Patent Cooperation Treaty	(PCT/US2004/035006)	(10/22/2004)	Filed
Reheis, Inc.	Amino acid free stable aluminum/zirconium antiperspirant solution	China P.R.	(03 1 45095.4)	(06/28/2002)	Published on 05/05/2004 Publication No. CN1493269A

Owner	Title	Country	Pat. No. (App. No.)	Issue Date (App. Date)	Status
Reheis, Inc.	Amino acid free stable aluminum/zirconium antiperspirant solution	Australia	(2003204505)	(05/30/2003)	Filed
Reheis, Inc.	Amino acid free stable aluminum/zirconium antiperspirant solution	Canada	(2431333)	(06/05/2003)	Published on 12/28/2003
Reheis, Inc.	Amino acid free stable aluminum/zirconium antiperspirant solution	EPC	(03011723.8-2108)	(06/28/2002)	Published on 01/02/2004 Publication No. 1374844
Reheis, Inc.	Amino acid free stable aluminum/zirconium antiperspirant solution	Japan	(2003-184271)	(06/27/2003)	Published on 02/05/2004 Publication No. 2004-035553
Reheis, Inc.	Antiperspirant compositions for aerosol formulations	Australia	775618	11/18/2004	Granted
Reheis, Inc.	Antiperspirant compositions for aerosol formulations	Patent Cooperation Treaty	(PCT/US00/09539)	(04/10/2000)	Published on 02/08/2001 Publication No. WO 01/08642
Reheis, Inc.	Antiperspirant compositions for aerosol formulations	EPC	(923208.3)	(04/10/2000)	Published on 07/25/2001 Publication No. 1117369
Reheis, Inc.	Antiperspirant compositions for aerosol formulations	Japan	(2001-513373)	(04/10/2000)	Published on 02/12/2003 Publication No. 2003-505488
Reheis, Inc.	Antiperspirant compositions of enhanced efficacy containing strontium	Australia	(2003259576)	(10/29/2003)	Open to Public on 05/27/2004
Reheis, Inc.	Antiperspirant compositions of enhanced efficacy containing strontium	Canada	(2445924)	(10/21/2003)	Open to Public 05/12/2004
Reheis, Inc.	Antiperspirant compositions of enhanced efficacy containing strontium	China P.R.	(2.00310114327.3))	(11/12/2003)	Published on 06/02/2004 Publication No. CN1500466A
Reheis, Inc.	Antiperspirant compositions of enhanced efficacy containing strontium	EPC	(03 024 576.5)	(10/28/2003)	Published on 05/19/2004 Publication No. 1419760
Reheis, Inc.	Antiperspirant compositions of enhanced efficacy containing strontium	Japan	(2003-382688)	(11/12/2003)	Published on 06/10/2004 Publication No. 2004-161772

Owner	Title	Country	Pat. No. (App. No.)	Issue Date (App. Date)	Status
Reheis, Inc.	Basic aluminum abd aluminum/zirconium antiperspirants and method of making the same	Belgium	EP0547085	10/24/2001	Granted
Reheis, Inc.	Basic aluminum and aluminum/zirconium antiperspirants and me thod of making the same	Australia	646883	06/23/1994	Granted
Reheis, Inc.	Basic aluminum and aluminum/zirconium antiperspirants and method of making the same	Canada	2090861	06/25/2002	Granted
Reheis, Inc.	Basic aluminum and aluminum/zirconium antiperspirants and method of making the same	Japan	3439474	06/13/2003	Granted
Reheis, Inc.	Basic aluminum and aluminum/zirconium antiperspirants and method of making the same	Germany	69132781.5	10/24/2001	Granted
Reheis, Inc.	Basic aluminum and aluminum/zirconium antiperspirants and method of making the same	France	EP0547085	10/24/2001	Granted
Reheis, Inc.	Basic aluminum and aluminum/zirconium antiperspirants and method of making the same	Great Britain	EP0547085	10/24/2001	Granted
Reheis, Inc.	Basic aluminum and aluminum/zirconium antiperspirants and method for making the same	Luxembourg	EP0547085	10/24/2001	Granted
Reheis, Inc.	Basic aluminum and aluminum/zirconium antiperspirants and method of making the same	Netherlands	EP0547085	10/24/2001	Granted
Reheis, Inc.	Co-dried aluminum oxyhydoxides	Canada	1174975	09/25/1984	Granted
Reheis, Inc.	Encapsulation of adjuvants within antiperspirant actives	Great Britain	EP0307723	09/01/1988	Granted

Owner	Title	Country	Pat. No. (App. No.)	Issue Date (App. Date)	Status
Reheis, Inc.	Enhanced efficacy aluminum chlorhydrate antiperspirant and method of making same	Japan	1659074	04/21/1992	Granted
Reheis, Inc.	Enhanced efficacy aluminum chlorhydrate antiperspirant and method of making same	EPC	EP0183171	11/19/1985	Granted
Reheis, Inc.	Enhanced efficacy aluminum chlorhydrate antiperspirant and method of making same	France	EP0183171	11/19/1985	Granted
Reheis, Inc.	Enhanced efficacy aluminum chlorhydrate antiperspirant and method of making same	Great Britain	EP0183171	11/19/1985	Granted
Reheis, Inc.	Enhanced efficacy aluminum chlorhydrate antiperspirant and method of making same	West Germany	P3576321.3	11/19/1985	Granted
Reheis, Inc.	Enhanced efficacy aluminum-zirconium antiperspirants and method for making the same	Australia	19520/01	01/14/2005	Granted
Reheis, Inc.	Enhanced efficacy aluminum-zirconium antiperspirants and method for making the same	Japan	(2001-556231)	(12/06/2000)	Published on 08/12/2003 Publication No. 2003-523970
Reheis, Inc.	Enhanced efficacy aluminum-zirconium antiperspirants and methods for making the same	Canada	(2398056)	(12/06/2000)	National entry 07/31/2002
Reheis, Inc.	Enhanced efficacy aluminum-zirconium antiperspirants and methods for making the same	EPC	(982496.2)	(12/06/2000)	Published on 10/30/2002 Publication No. 1251825
Reheis, Inc.	Enhanced efficacy aluminum-zirconium antiperspirants and methods for making	Patent Cooperation Treaty	(PCT/US00/33168)	(12/06/2000)	Published on 08/09/2001 Publication No. WO 0156539
Reheis, Inc.	Fragrance Friendly and Cost Effective Antiperspirant Actives and Method of Making the Same	Peru	(000040-2005/OIN)	(01/05/2005)	Filed
Reheis, Inc.	Halogen scavenger for polymers and copolymers	Australia	707027	10/14/1999	Granted

Owner	Title	Country	Pat. No. (App. No.)	Issue Date (App. Date)	Status
Reheis, Inc.	Halogen scavenger for polymers and copolymers	France	799276	02/16/2000	Granted
Reheis, Inc.	Halogen scavenger for polymers and copolymers	Netherlands	799276	02/16/2000	Granted
Reheis, Inc.	Halogen scavenger for polymers and copolymers	Ireland	799276	02/16/2000	Granted
Reheis, Inc.	Halogen scavenger for polymers and copolymers	Italy	799276	02/16/2000	Granted
Reheis, Inc.	Halogen scavenger for polymers and copolymers	Great Britain	799276	02/16/2000	Granted
Reheis, Inc.	Halogen scavenger for polymers and copolymers	Canada	2208423	10/26/2004	Granted
Reheis, Inc.	Halogen scavenger for polymers and copolymers	Germany	69515131.2	02/16/2000	Granted
Reheis, Inc.	High pH antiperspirant compositions of enhanced efficacy	Peru	(000041-2005/OIN)	(01/05/2005)	Filed
Reheis, Inc.	Method of preparing enhanced efficacy aluminum chlorhydrate antiperspirant and antiperspirant composition	Ireland	58531	11/20/1985	Granted
Reheis, Inc.	Novel antiperspirant/deodorant active for no white residue sticks and soft solids	Australia	(2003257508)	(10/22/2003)	Published on 05/13/2004
Reheis, Inc.	Novel antiperspirant/deodorant active for no white residue sticks and soft solids	Canada	(2445662)	(10/20/2003)	Published on 04/23/2004
Reheis, Inc.	Novel antiperspirant/deodorant active for no white residue sticks and soft solids	China P.R.	(2.00310102759.2)	(10/23/2003)	Published on 07/14/2004 Publication No. CN1511513A
Reheis, Inc.	Novel antiperspirant/deodorant active for no white residue sticks and soft solids	EPC	(3023639.2)	(10/17/2003)	Published on 05/12/2004 Publication No. 1417953
Reheis, Inc.	Novel antiperspirant/deodorant active for no white residue sticks and soft solids	Japan	(2003-398140)	(10/23/20030	Published on 10/14/2004 Publication no. 2004-285049
Reheis, Inc.	Skin friendly antiperspirant composition and method of making	Australia	(2003235034)	(08/15/2003)	Published on 04/01/2004
Reheis, Inc.	Skin friendly antiperspirant composition and method of making	Canada	(2440492)	(09/08/2003)	Published on 05/16/2004

Owner	Title	Country	Pat. No. (App. No.)	Issue Date (App. Date)	Status
Reheis, Inc.	Skin friendly antiperspirant composition and method of making	China P.R.	(3 157717.2)	(08/29/2003)	Published on 05/12/2004 Publication No. CN1494896A
Reheis, Inc.	Skin friendly antiperspirant composition and method of making	EPC	(019409.6)	(08/27/2003)	Published on 03/17/2004 Publication no. 1398023
Reheis, Inc.	Skin friendly antiperspirant composition and method of making	Japan	(2003-323396)	(09/16/2003)	Published on 04/08/2004 Publication No. 2004-107345
Reheis, Inc.	Stable Aluminum / Zirconium Antiperspirant Solution Free of Amino Acid and Polyhydric Alcohol	Chile	(1809-2004)	(07/20/2004)	Filed
Reheis, Inc.	Stable Aluminum / Zirconium Antiperspirant Solution Free of Amino Acid and Polyhydric Alcohol	South Korea	(2004-57130)	(07/22/2004)	Filed
Reheis, Inc.	Stable Aluminum / Zirconium Antiperspirant Solution Free of Amino Acid and Polyhydric Alcohol	Patent Cooperation Treaty	(PCT/US04/23501)	(07/09/2004)	Published on 02/03/2005 Publication No. WO 2005/009376
Reheis, Inc.	Stable Aluminum/Zirconium Antiperspirant Solution Free of Amino Acid and Polyhydric Alcohol	Argentina	(P040102574)	(07/21/2004)	Filed
Reheis, Inc.	Stable Aluminum/Zirconium Antiperspirant Solution Free of Amino Acid and Polyhydric Alcohol	Peru	(000688-2004/OIN)	(07/20/2004)	Filed
Toledo Technologies, Inc.	A method for forming a cam-engaged rocker arm	Patent Cooperation Treaty	(PCT/US2004/027611)	(08/26/2004)	Filed
Toledo Technologies, Inc.	A rocker arm having a spring clip valve guide	Patent Cooperation Treaty	(WO 2001US28521)	(09/11/2001)	Published on 03/21/2002 Publication No. WO 0223015
Toledo Technologies, Inc.	Boat-type rocker arm with stiffening member	Canada	2103629	12/30/2003	Granted
Toledo Technologies, Inc.	Cold-formed rocker arm with bearing flanges and splash plate	Japan	3073002	06/02/2000	Granted

Owner	Title	Country	Pat. No. (App. No.)	Issue Date (App. Date)	Status
Toledo Technologies, Inc.	Finger follower arm	Germany	69613477.2	06/20/2001	Granted
Toledo Technologies, Inc.	Finger follower arm	EPC	0 849 436	06/20/2001	Granted
Toledo Technologies, Inc.	Finger follower arm	France	0 849 436	06/20/2001	Granted
Toledo Technologies, Inc.	Finger follower arm	Italy	0 849 436	06/20/2001	Granted
Toledo Technologies, Inc.	Interchangeable rocker arm assembly	Great Britain	2349181	10/08/2003	Granted
Toledo Technologies, Inc.	Interchangeable rocker arm assembly	Japan	(356,191/99)	(12/15/1999)	Filed
Toledo Technologies, Inc.	Interchangeable rocker arm assembly	Germany	(19947390)	(10/01/1999)	Published on 10/26/2000 Publication No. DE19947390A1
Toledo Technologies, Inc.	Pedestal-mounted rocker arm with bushing	Canada	2079577	11/04/2003	Granted
Toledo Technologies, Inc.	Rocker arm	Canada	2043023	10/09/2001	Granted
Toledo Technologies, Inc.	Rocker arm	Great Britain	2248667	05/11/1994	Granted
Toledo Technologies, Inc.	Rocker arm	Japan	3207223	07/06/2001	Granted
Toledo Technologies, Inc.	Rocker arm assembly having a spring clip valve guide	Germany	(10196 616.4)	(09/13/2001)	Published on 07/17/2003 Publication No. DE10196616T1
Toledo Technologies, Inc.	Rocker arm of the cam-follower type for operating two valves	Canada	2103771	10/26/2004	Granted
Toledo Technologies, Inc.	Rocker arm of the cam-follower type for operating two valves	Great Britain	2272254	11/01/1995	Granted
Toledo Technologies, Inc.	Rocker arm of the cam-follower type with ribs	Canada	1322905	10/12/1993	Granted
Toledo Technologies, Inc.	Rocker arm of the cam-follower type with ribs	Great Britain	2222633	06/03/1992	Granted

Owner	Title	Country	Pat. No. (App. No.)	Issue Date (App. Date)	Status
Toledo Technologies, Inc.	Rocker arm of the cam-follower type with ribs	Japan	2719400	11/14/1997	Granted
Toledo Technologies, Inc.	Rocker arm of the cam-follower type with ribs	Germany	3929486	03/04/1999	Granted
Toledo Technologies, Inc.	Rocker arm with cam-contacting roller	Canada	1329524	05/17/1994	Granted
Toledo Technologies, Inc.	Roller rocker arm	Canada	(2,212,482)	(08/01/1997)	Published on 02/07/1998

U.S. Trademarks

Owner	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Status
Balcrank Products, Inc.	BALCRANK	2,332,862	03/21/2000	Registered
Balcrank Products, Inc.	PANTHER	2,442,314	04/10/2001	Registered
Balcrank Products, Inc.	TIGER	2,754,776	08/26/2003	Registered
Balcrank Products, Incorporated	BALCRANK stylized letters	353,110	12/28/1937	Registered
Balcrank Products, Incorporated	BALSEAL	856,861	09/17/1968	Registered
Balcrank Products, Incorporated	JET PULSER	809,543	06/07/1966	Registered
Defiance Precision Products, Inc.	COMPLEX CROWN	2,433,987	03/06/2001	Registered
Defiance, Inc.	DEFIANCE TOOLING SYSTEMS	2,401,234	11/07/2000	Registered
Fini	FER+ION	2,829,635	04/06/2004	Registered
Fini Enterprises, Inc.	FE3	1,627,869	12/18/1990	Registered
General Chemical Corporation	AL+CLEAR	2,137,390	02/17/1998	Registered
General Chemical Corporation	ALUM OP	1,546,850	07/04/1989	Registered

Owner	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Status
General Chemical Corporation	BOE	993,278	09/24/1974	Registered
General Chemical Corporation	CHEMDIRECT	1,974,544	05/21/1996	Registered
General Chemical Corporation	CLAR+ION	1,873,487	01/17/1995	Registered
General Chemical Corporation	CLASS 10	1,810,352	12/14/1993	Registered
General Chemical Corporation	Design only	1,626,516	12/11/1990	Registered
General Chemical Corporation	GC and design	2,043,661	03/11/1997	Registered
General Chemical Corporation	GEN+ION	1,614,513	09/25/1990	Registered
General Chemical Corporation	GEN+PAC	1,728,775	11/03/1992	Registered
General Chemical Corporation	GEN+PAS	2,043,446	03/11/1997	Registered
General Chemical Corporation	GENCLEAR	1,543,135	06/13/1989	Registered
General Chemical Corporation	GENERAL CHEMICAL	1,552,371	08/15/1989	Registered
General Chemical Corporation	GENERAL CHEMICAL	2,049,071	04/01/1997	Registered
General Chemical Corporation	GENERAL CHEMICAL and design	1,945,088	01/02/1996	Registered
General Chemical Corporation	GENERAL CHEMICAL and design	2,183,996	08/25/1998	Registered
General Chemical Corporation	GENERAL CHEMICAL FIVE STAR QUALITY and design	1,719,714	09/29/1992	Registered
General Chemical Corporation	GENERAL CHEMICAL ISO 9002 and design	1,933,616	11/07/1995	Registered

Owner	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Status
General Chemical Corporation	GENTAK	2,755,775	08/26/2003	Registered
General Chemical Corporation	HICLAY	2,067,274	06/03/1997	Registered
General Chemical Corporation	HYPER+ION	1,588,447	03/27/1990	Registered
General Chemical Corporation	MAE	1,249,534	08/30/1983	Registered
General Chemical Corporation	MET-TECH	1,757,829	03/16/1993	Registered
General Chemical Corporation	PAE	1,847,521	08/02/1994	Registered
General Chemical Corporation	PARTICU-LO	1,533,823	04/11/1989	Registered
General Chemical Corporation	SULFTECH	1,250,755	09/13/1983	Registered
General Chemical Corporation	SYNGROW	2,125,487	12/30/1997	Registered
General Chemical Corporation	TECHPURE	(76-439,094)	(08/09/2002)	Pending
General Chemical Corporation	TOM CAT and design	1,560,100	10/10/1989	Registered
General Chemical Corporation	TRILLIUM	2,704,568	04/08/2003	Registered
General Chemical Corporation	GEN CLEAR N	2,888,764	09/28/2004`	Registered
Noma O.P. Inc.	NOMA	1,789,127	08/24/1993	Registered
Noma O.P. Inc.	NOMA	2,062,573	05/20/1997	Registered
Noma O.P. Inc.	NOMA EXPRESSIONS	1,564,321	11/07/1989	Registered
Noma O.P. Inc.	NOMA stylized letters	1,220,515	12/21/1982	Registered
Noma O.P. Inc.	NOMA stylized letters	1,418,887	12/02/1986	Registered

Owner	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Status
Noma O.P. Inc.	NOMA-PATIO and design	1,218,037	11/30/1982	Registered
Noma, Inc.	CABLE-TECH	1,030,662	01/20/1976	Registered
Noma, Inc.	CABLE-TECH Design	1,030,661	01/20/1976	Registered
Noma, Inc.	HEAT PLUS & Design	1,552,763	08/22/1989	Registered
Printing Developments, Inc.	CITATION	1,187,245	01/26/1982	Registered
Printing Developments, Inc.	CUPRASOL	836,530	10/10/67	Registered
Printing Developments, Inc.	ECLIPSE THERMAL	2,766,347	09/23/2003	Registered
Printing Developments, Inc.	MEDALLION	1,104,099	10/17/1978	Registered
Printing Developments, Inc.	OMEGA	1,707,635	08/18/1992	Registered
Printing Developments, Inc.	PDI and design	1,701,271	07/21/1992	Registered
Printing Developments, Inc.	PRISMA	2,205,991	11/24/1998	Registered
Printing Developments, Inc.	PRISMA STEEL	2,706,852	04/15/2003	Registered
Printing Developments, Inc.	Q-ETCH	1,841,599	06/28/1994	Registered
Printing Developments, Inc.	AQUA GUM	1,480,331	03/15/1988	Registered
Printing Developments, Inc.	DELTA 830	(78/336,772)	(12/05/2003)	Pending
Reheis Inc., (d/b/a Reheis Chemical Company, Inc.)	REHEIS	793,046	07/20/1965	Registered
Reheis, Inc.	CHLORACEL	649,510	08/06/1957	Registered
Reheis, Inc.	CHLORHYDROL	543,669	06/12/1951	Registered
Reheis, Inc.	F-1000	859,915	11/12/1968	Registered
Reheis, Inc.	L-55R	1,440,361	05/26/1987	Registered
Reheis, Inc.	MACROSPHERICAL	1,248,027	08/16/1983	Registered
Reheis, Inc.	MICRO-DRY	924,955	12/07/1971	Registered
Reheis, Inc.	NUTRI-K	2,578,617	06/11/2002	Registered

Owner	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Status
Reheis, Inc.	PHARMA-K	2,739,638	07/22/2003	Registered
Reheis, Inc.	REACH	1,443,751	06/23/1987	Registered
Reheis, Inc.	REACH 501	1,381,947	02/11/1986	Registered
Reheis, Inc.	REDERM	1,176,716	11/10/1981	Registered
Reheis, Inc.	REHATEX	1,449,131	07/28/1987	Registered
Reheis, Inc.	REHEIS	750,744	06/11/1963	Registered
Reheis, Inc.	REHEIS	835,381	09/16/1967	Registered
Reheis, Inc.	REHEIS and design	750,743	06/11/1963	Registered
Reheis, Inc.	REHEIS and design	794,898	08/24/1965	Registered
Reheis, Inc.	REHYDRAGEL	1,026,485	12/09/1975	Registered
Reheis, Inc.	REHYDRAGEL	2,093,013	09/02/1997	Registered
Reheis, Inc.	REHYDROL	817,223	10/25/1966	Registered
Reheis, Inc.	REZAL	1,180,748	12/08/1981	Registered
Reheis, Inc.	THE ACTIVE COMPANY	(78/517,062)	(11/15/2004)	Pending

Non-U.S. Trademarks

Owner	Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Status
Gentek Inc.	GT TECHNOLOGIES	Community Trademark	(2797538)	(08/02/2002)	Filed
Gentek Inc.	GT TECHNOLOGIES	Canada	(1148198)	(07/29/2002)	Filed
Gentek Inc.	GT TECHNOLOGIES & Design	Canada	(1148199)	(07/29/2002)	Filed
Gentek Inc.	GT TECHNOLOGIES & DESIGN	South Korea	(35966/2002)	(08/06/2002)	Filed
Gentek Inc.	GT TECHNOLOGIES & DESIGN	Mexico	(561694)	(08/19/2002)	Filed
Noma, Inc.	GREENSPEC	Canada	(1207608)	(02/26/2004)	Filed
Printing Developments, Inc.	CITATION	Mexico	(564,604)	(09/04/2002)	Filed
Printing Developments, Inc.	PRISMA STEEL	Canada	(1,142,801)	(06/04/2002)	Filed
Printing Developments, Inc.	Q-ETCH	Mexico	(564,609)	(09/04/2002)	Filed
Reheis Inc.	CHLORHYDROL	Italy	(MI95C00074 3)	(01/25/1995)	Filed
Reheis Inc.	REHEIS	Philippines	(04-2004-005680)	(06/28/2004)	Filed
General Chemical Corporation	GC Logo in shield	Community Trademark	293076	09/24/1998	Registered
Gentek Inc.	GT TECHNOLOGIES	Mexico	765,016	10/28/2002	Registered
Gentek Inc.	GT TECHNOLOGIES	Mexico	800728	07/23/2003	Registered

Owner	Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Status
Gentek Inc.	GT TECHNOLOGIES	Mexico	780916	02/27/2003	Registered
Gentek Inc.	GT TECHNOLOGIES	Mexico	765,017	10/28/2002	Registered
Gentek Inc.	GT TECHNOLOGIES & DESIGN	Community Trademark	2,797,348	09/29/2004	Registered
Gentek Inc.	GT TECHNOLOGIES & DESIGN	Japan	4765351	04/16/2004	Registered
Gentek Inc.	GT TECHNOLOGIES & DESIGN	Mexico	766,895	10/31/2002	Registered
Gentek Inc.	GT TECHNOLOGIES & DESIGN	Mexico	788130	04/25/2003	Registered
Gentek Inc.	GT TECHNOLOGIES & DESIGN	Mexico	765709	08/19/2002	Registered
Gentek Inc.	GT TECHNOLOGIES (IN ENGLISH AN	Japan	4765350	04/16/2004	Registered
Gentek Inc.	GT TECHNOLOGIES (IN ENGLISH AN	Japan	4765350	04/16/2004	Registered
Noma Company	NOMA	Canada	42344	09/14/1930	Registered
Noma Company	NOMA & DESIGN	Canada	130380	03/29/1963	Registered
Noma Company	NOMA (2)	Canada	130379	03/29/1963	Registered
Noma Company	NOMA and DESIGN	Canada	309053	12/06/1985	Registered
Noma Company	NOMA COLLECTION & Design	Canada	377484	12/21/1990	Registered
Noma Company	NOMA CORD CADDY & DESIGN	Canada	300319	03/01/1985	Registered
Noma Company	NOMA HONG KONG & Design	Hong Kong	10057	10/15/1997	Registered
Noma Company	NOMA TRIMMINGS	Canada	459951	07/05/1996	Registered
Noma Corporation	GREENSPEC	Mexico	837840	06/17/2004	Registered
Noma, Inc.	BENCH BOY	Canada	240485	03/07/1980	Registered
Noma, Inc.	CABLE TECH	Canada	213902	05/21/1976	Registered
Noma, Inc.	CABLE TECH & DESIGN	Canada	214108	06/04/1976	Registered
Noma, Inc.	CIRCLES DESIGN	Canada	212964	03/26/1976	Registered
Noma, Inc.	CORD CADDY	Canada	304553	07/12/1985	Registered
Noma, Inc.	F & DESIGN	Canada	468325	01/07/1997	Registered
Noma, Inc.	FLECK	Canada	468229	01/06/1997	Registered
Noma, Inc.	NOMA	Argentina	1,603,005	06/05/1996	Registered
Noma, Inc.	NOMA	Colombia	154,562	03/29/1994	Registered

Owner	Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Status
Noma, Inc.	NOMA	Mexico	431,276	02/23/1993	Registered
Noma, Inc.	NOMA	Peru	4,964	01/19/1994	Registered
Noma, Inc.	NOMA	Peru	5,805	12/30/1993	Registered
Noma, Inc.	NOMA	Peru	4,200	12/30/1993	Registered
Noma, Inc.	NOMA	Peru	4,965	01/19/1994	Registered
Noma, Inc.	NOMA	Japan	4,158,252	06/19/1998	Registered
Noma, Inc.	NOMA	Malaysia	51157	12/18/1995	Registered
Noma, Inc.	NOMA	Venezuela	P218666	04/07/2000	Registered
Noma, Inc.	NOMA	Singapore	T95/12570F	12/29/1995	Registered
Noma, Inc.	NOMA	Chile	471,258	11/07/1996	Registered
Noma, Inc.	NOMA	Singapore	12571/95	12/29/1995	Registered
Noma, Inc.	NOMA	Venezuela	99999	09/01/1995	Registered
Noma, Inc.	NOMA	Philippines	64,948	07/15/1997	Registered
Noma, Inc.	NOMA	Venezuela	P185258	02/09/1996	Registered
Noma, Inc.	NOMA	Ecuador	2997/95	11/09/1995	Registered
Noma, Inc.	NOMA	Dominican Republic	35,922	09/15/1983	Registered
Noma, Inc.	NOMA	Dominican Republic	35,881	08/30/1983	Registered
Noma, Inc.	NOMA	Dominican Republic	35,879	08/30/1983	Registered
Noma, Inc.	NOMA	Dominican Republic	35,921	09/15/1983	Registered
Noma, Inc.	NOMA	Venezuela	179817	07/10/1995	Registered
Noma, Inc.	NOMA	Mexico	460,096	05/12/1994	Registered
Noma, Inc.	NOMA	Mexico	460,097	05/12/1994	Registered
Noma, Inc.	NOMA	Mexico	460,095	05/12/1994	Registered
Noma, Inc.	NOMA	Hong Kong	2564	08/31/1990	Registered
Noma, Inc.	NOMA	Hong Kong	1687	06/22/1990	Registered
Noma, Inc.	NOMA	Hong Kong	2772	09/21/1990	Registered
Noma, Inc.	NOMA	China P.R.	1006093	05/14/1997	Registered
Noma, Inc.	NOMA	Argentina	1,725,398	03/18/1999	Registered
Noma, Inc.	NOMA	China P.R.	543,718	02/20/1991	Registered
Noma, Inc.	NOMA	China P.R.	544,805	02/28/1991	Registered
Noma, Inc.	NOMA	China P.R.	281098	03/20/1987	Registered
Noma, Inc.	NOMA	Argentina	1,653,687	12/22/1997	Registered
Noma, Inc.	NOMA & Design	Germany	2,054,267	01/14/1994	Registered
Noma, Inc.	NOMA & Design	New Zealand	178,949	04/21/1995	Registered
Noma, Inc.	NOMA & Design	Spain	1,621,891/4	03/06/2001	Registered
Noma, Inc.	NOMA & Design	South Africa	91/2426	03/23/1995	Registered
Noma, Inc.	NOMA & Design	South Africa	91/2427	03/23/1995	Registered
Noma, Inc.	NOMA & Design	Italy	619956	06/02/1994	Registered
Noma, Inc.	NOMA & Design	France	1,648,297	03/01/1991	Registered
Noma, Inc.	NOMA & Design	Sweden	255,849	02/25/1994	Registered
Noma, Inc.	NOMA & Design	Vietnam	6498	11/09/1992	Registered
Noma, Inc.	NOMA & Design	Australia	A486504	05/05/1988	Registered
Noma, Inc.	NOMA & Design	Australia	A486503	05/05/1988	Registered
Noma, Inc.	NOMA & Design	Brazil	818.445.416	09/09/1997	Registered

Owner	Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Status
Noma, Inc.	NOMA & Design	Brazil	818/440/872	09/30/1997	Registered
Noma, Inc.	NOMA & Design	Canada	309,053	12/06/1985	Registered
Noma, Inc.	NOMA (Chinese Characters)	China P.R.	541,101	01/30/1991	Registered
Noma, Inc.	NOMA (Chinese Characters)	China P.R.	541,442	01/30/1991	Registered
Noma, Inc.	NOMA (Chinese Characters)	China P.R.	543,707	02/20/1991	Registered
Noma, Inc.	NOMA and Design	New Zealand	178,948	02/14/1991	Registered
Noma, Inc.	Noma Design	Brazil	818440872	09/30/1997	Registered
Noma, Inc.	Noma in Class 11	Ecuador	3050/94	09/02/1994	Registered
Noma, Inc.	Noma in Class 11	Malaysia	95013563	08/13/2002	Registered
Noma, Inc.	Noma in Class 28	Ecuador	3048/94	09/02/1994	Registered
Noma, Inc.	Noma in Class 9	Ecuador	3049/94	09/02/1994	Registered
Noma, Inc.	POWER BASE	Canada	342617	07/08/1988	Registered
Noma, Inc.	PYROIL	Canada	229462	08/04/1993	Registered
Noma, Inc.	PYROIL & DESIGN	Canada	409949	03/26/1993	Registered
Noma, Inc.	SOLAR	Canada	193721	08/31/1973	Registered
Noma, Inc.	THERMOFLEX	Canada	188333	02/02/1973	Registered
Noma, Inc.	TRIPOWER	Canada	340620	05/20/1988	Registered
Noma, Inc.	ULTRACORE	Canada	430119	07/08/1994	Registered
Noma, Inc.	ULTRAMAG	Canada	347578	11/04/1988	Registered
Noma, Inc.	ULTRAMAG & Design	Canada	376662	12/07/1990	Registered
Printing Developments, Inc.	CITATION	Canada	592,240	10/14/2003	Registered
Printing Developments, Inc.	ECLIPSE THERMAL	Australia	918097	01/23/2003	Registered
Printing Developments, Inc.	ECLIPSE THERMAL	France	23168887	11/15/2002	Registered
Printing Developments, Inc.	ECLIPSE THERMAL	Germany	302 28 778	07/16/2002	Registered
Printing Developments, Inc.	ECLIPSE THERMAL	Mexico	825341	03/19/2004	Registered
Printing Developments, Inc.	PDI & Design	Canada	327910	05/22/1987	Registered
Printing Developments, Inc.	PDI & DESIGN (BAND AID LOGO)	Canada	592,350	10/15/2003	Registered
Printing Developments, Inc.	PDI & DESIGN (BAND AID LOGO)	Mexico	769,969	11/25/2002	Registered
Printing Developments, Inc.	PRISMA	Mexico	828372	04/06/2004	Registered
Printing Developments, Inc.	PRISMA	Canada	592,243	10/14/2003	Registered
Printing Developments, Inc.	PRISMA STEEL	Mexico	767,241	10/31/2002	Registered
Printing Developments, Inc.	Q-ETCH	Canada	592,222	10/14/2003	Registered
Reheis Inc.	BROMHYDROL	Venezuela	F083763	01/06/1977	Registered

Owner	Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Status
Reheis Inc.	CHLORACEL	Great Britain	926661	06/14/2003	Registered
Reheis Inc.	CHLORHYDROL	Denmark	VR02153/85	07/19/1985	Registered
Reheis Inc.	CHLORHYDROL	Sweden	194838	02/15/1985	Registered
Reheis Inc.	CHLORHYDROL	Australia	B412120	05/10/1988	Registered
Reheis Inc.	CHLORHYDROL	Benelux	405056	07/19/1984	Registered
Reheis Inc.	CHLORHYDROL	Canada	310064	01/03/1986	Registered
Reheis Inc.	CHLORHYDROL	Finland	98482	05/05/1987	Registered
Reheis Inc.	CHLORHYDROL	Great Britain	B961735	10/19/1973	Registered
Reheis Inc.	CHLORHYDROL	Germany	1099620	11/26/1986	Registered
Reheis Inc.	CHLORHYDROL	Ireland	B115082	07/19/1984	Registered
Reheis Inc.	CHLORHYDROL	Italy	723146	01/19/1987	Registered
Reheis Inc.	CHLORHYDROL	Japan	1945512	04/30/1987	Registered
Reheis Inc.	CHLORHYDROL	South Korea	115007	07/30/1985	Registered
Reheis Inc.	CHLORHYDROL	Philippines	41334	10/17/1988	Registered
Reheis Inc.	CHLORHYDROL	South Africa	1984/6410	01/06/1995	Registered
Reheis Inc.	CHLORHYDROL	Switzerland	335186	01/15/1985	Registered
Reheis Inc.	CHLORHYDROL	Venezuela	124694	05/21/1986	Registered
Reheis Inc.	REACH	Australia	A434954	04/19/1988	Registered
Reheis Inc.	REACH	Benelux	415529	08/14/1986	Registered
Reheis Inc.	REACH	Finland	99192	08/20/1987	Registered
Reheis Inc.	REACH	France	1328633	10/28/1985	Registered
Reheis Inc.	REACH	Great Britain	1252503	06/03/1988	Registered
Reheis Inc.	REACH	West Germany	1097686	10/21/1986	Registered
Reheis Inc.	REACH	Ireland	117353	12/22/1986	Registered
Reheis Inc.	REACH	Sweden	205223	04/03/1987	Registered
Reheis Inc.	REACH	Switzerland	350310	01/28/1987	Registered
Reheis Inc.	REHEIS	Argentina	1648767	05/03/1985	Registered
Reheis Inc.	REHEIS	Australia	A412119	05/08/1987	Registered
Reheis Inc.	REHEIS	Austria	60241	09/06/1977	Registered
Reheis Inc.	REHEIS	Bangladesh	21003	08/04/1984	Registered
Reheis Inc.	REHEIS	Benelux	405057	07/19/1984	Registered
Reheis Inc.	REHEIS	Canada	311179	02/07/1986	Registered
Reheis Inc.	REHEIS	China P.R.	1282600	06/14/1999	Registered
Reheis Inc.	REHEIS	Colombia	117070	08/31/1987	Registered
Reheis Inc.	REHEIS	Denmark	3424/67	12/01/1987	Registered
Reheis Inc.	REHEIS	Finland	98327	04/21/1987	Registered
Reheis Inc.	REHEIS	France	1433396	07/28/1967	Registered
Reheis Inc.	REHEIS	Great Britain	911041	03/18/1968	Registered
Reheis Inc.	REHEIS	Hong Kong	19851438	06/27/1985	Registered
Reheis Inc.	REHEIS	India	424736	09/03/1984	Registered
Reheis Inc.	REHEIS	Ireland	112916	07/19/1984	Registered
Reheis Inc.	REHEIS	Israel	59181	05/18/1989	Registered
Reheis Inc.	REHEIS	Italy	790932	04/07/1989	Registered
Reheis Inc.	REHEIS	Mexico	314428	06/16/1986	Registered
Reheis Inc.	REHEIS	New Zealand	84334	06/19/1988	Registered
Reheis Inc.	REHEIS	Norway	73282	12/21/1987	Registered
Reheis Inc.	REHEIS	South Africa	B67/2273	03/04/1968	Registered

Owner	Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Status
Reheis Inc.	REHEIS	Singapore	T84/03948	07/25/1991	Registered
Reheis Inc.	REHEIS	Spain	1090552	02/09/1988	Registered
Reheis Inc.	REHEIS	Sweden	199656	01/31/1986	Registered
Reheis Inc.	REHEIS	Switzerland	357597	02/03/1988	Registered
Reheis Inc.	REHEIS	Taiwan	311820	01/16/1986	Registered
Reheis Inc.	REHEIS	Venezuela	124884-F	05/27/1986	Registered
Reheis Inc.	REHEIS & DESIGN	China P.R.	1282599	06/14/1999	Registered
Reheis Inc.	REHEIS (IN KATAKANA)	Japan	2577402	09/30/1993	Registered
Reheis Inc.	REHEIS AND DESIGN	Thailand	43098	07/17/1995	Registered
Reheis Inc.	REHYDROL	Benelux	65546	07/24/1973	Registered
Reheis Inc.	REHYDROL	Denmark	VR00508196 7	02/17/1987	Registered
Reheis Inc.	REHYDROL	France	1365107	07/25/1986	Registered
Reheis Inc.	REHYDROL	Great Britain	898949	05/20/1968	Registered
Reheis Inc.	REHYDROL	West Germany	867897	08/06/1966	Registered
Reheis Inc.	REHYDROL	Italy	750536	05/19/1998	Registered
Reheis Inc.	REHYDROL	New Zealand	81875	04/23/1968	Registered
Reheis Inc.	REHYDROL	South Africa	66/3215	11/15/1967	Registered
Reheis Inc.	REHYDROL	Switzerland	221766	12/09/1986	Registered
Reheis Inc.	REZAL	Australia	A431846	08/27/1988	Registered
Reheis Inc.	REZAL	Great Britain	1246679	07/22/1985	Registered
Reheis Inc.	REZAL	West Germany	1099955	04/12/1986	Registered
Reheis Inc.	REZAL	Ireland	116580	10/15/1986	Registered
Reheis Inc.	REZAL	South Africa	85/5247	07/02/1986	Registered

Licenses

Licensor	Licensee	Start Date	Expiration Date	IP Licensed
University of Arkansas	General Chemical Performance Products LLC	12/01/1997	No expiration date	U.S. Patents: 5,622,697 5,865,143 5,890,454 5,914,104 5,928,403 5,961,968 6,346,240
Toledo Technologies Management LLC	Timken US Corp.	02/02/2004	No expiration date	U.S. Patent 5,123,384 Canada Patent 2,079,577
General Chemical Performance Products, LLC	DEChem	10/01/2004	No expiration date	U.S. Patent 6,468,518

Licensor	Licensee	Start Date	Expiration Date	IP Licensed
Pyroil Canada Ltd.	Ashland Oil, Inc.	01/01/1993	12/31/2008	U.S. Trademarks 1,606,099 566,641 1,202,461 1,704,066 Canada Trademark 407,052
Noma Company	Canadian tire Corporation Limited	04/01/2002	05/20/2006 (Renewable)	Canada Trademarks: 42344 130379 309053 130380 459951 377484
Noma International, Inc.	Inliten, LLC	08/13/1997	12/31/2007	U.S. Trademarks: 1,418,887 1,220,515 1,789,127 2,062,573 1,564,321
Noma Company	Wood Industries (Canada) Inc.	05/21/1998	05/20/2006	Canada Trademarks 515859 130379
General Chemical Performance Products, LLC	04/01/2004	04/01/2005	Automatically renews each year until terminated	Copyright License "Keeping Lakes Alive" Video