

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
RH Acquisition I, LLC	02/07/2006

RECEIVING PARTY DATA	
Name:	DBS Bank Ltd. (London Branch)
Street Address:	Paternoster House
Internal Address:	65 St. Paul's Churchyard, 4th Floor
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC4M 8AB

PROPERTY NUMBERS Total: 22

Property Type	Number
Patent Number:	5803321
Patent Number:	D405964
Patent Number:	D414044
Patent Number:	6023819
Patent Number:	6029868
Patent Number:	6098254
Patent Number:	D450463
Patent Number:	6305586
Patent Number:	6306329
Patent Number:	D454435
Patent Number:	D500413
Patent Number:	D506077
Application Number:	10465694
Application Number:	60434884

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Application Number:	11074302
Application Number:	29197087
Application Number:	29219737
Application Number:	11211151
Application Number:	60666688
Application Number:	60723318
Application Number:	11268716
Application Number:	11000865

CORRESPONDENCE DATA

Fax Number: (202)585-8080
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-585-8217
Email: jyao@nixonpeabody.com
Correspondent Name: Joey Yao
Address Line 1: Nixon Peabody LLP
Address Line 2: 401 9th Street, N.W., Suite 900
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	042425-2
NAME OF SUBMITTER:	Joey Yao

Total Attachments: 32

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of February 7, 2006 (this "Agreement"), is granted by RH ACQUISITION I, LLC, a Delaware limited liability company (the "Debtor") to DBS BANK LTD (London Branch) (together with its successors and assigns, the "Secured Party").

Preliminary Statements

On the date hereof, Mauna N.V., a Dutch Antilles company (the "Borrower") is entering into a Loan Agreement (as amended, supplemented or modified from time to time, the "Loan Agreement") with the Secured Party.

On the date hereof, the Debtor, along with Mainetti Americas, Inc. ("Mainetti Americas"), is entering into a Guarantee (as amended, supplemented or modified from time to time, the "Guarantee") with the Secured Party pursuant to which the Debtor and Mainetti Americas, on a joint and several basis, guarantee all of the Borrower's obligations under the Loan Agreement.

To induce the Secured Party to enter into the Loan Agreement and to make the loans and/or financial accommodations to the Borrower contemplated thereunder, the Debtor is entering into this Agreement with the Secured Party.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

1.1. Terms Defined in the UCC. All terms that are defined in the UCC (as hereinafter defined), and that are used in this Agreement or in Schedule A attached hereto without definition herein or therein, unless the context indicates otherwise, shall have the respective meanings specified in the UCC; provided that, to the extent that any such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 thereof shall govern.

1.2. Additional Definitions. The following terms shall have the following meanings for purposes of this Agreement (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Business Day" means any day that is not a Saturday, a Sunday or a day on which banks are required or permitted to be closed in the State of New York.

"Collateral" means, collectively, all of the assets and property of the Debtor described or referred to in Schedule A attached hereto.

"Contracts" has the meaning specified in Schedule A attached hereto.

"Control Letter" means a letter agreement between the Secured Party and (i) the issuer of uncertificated securities with respect to uncertificated securities in the name of a Debtor, (ii) a securities intermediary with respect to securities, whether certificated or uncertificated, securities entitlements and other financial assets held in a securities account in the name of a Debtor, or (iii) a futures commission merchant or clearing house, as applicable, with respect to commodity accounts and commodity contracts held by a Debtor, whereby, among other things, the issuer, securities intermediary or futures commission merchant disclaims any security interest in the applicable financial assets, acknowledges the Lien of the Secured Party on such financial assets, and agrees to follow the instructions or entitlement orders of the Secured Party without further consent by the Debtor.

"Computer Hardware and Software" has the meaning specified in Schedule A attached hereto.

"Copyrights" has the meaning specified in Schedule A attached hereto.

"Event of Default" shall have the meaning assigned to that term in the Loan Agreement.

"Finance Documents" shall have the meaning assigned to that term in the Loan Agreement.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing, whether domestic or foreign.

"Insurance" has the meaning specified in Schedule A attached hereto.

"Lien" means any mortgage or deed of trust, pledge, hypothecation, assignment, deposit arrangement, lien, charge, claim, security interest, easement or encumbrance, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any lease or title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement perfecting a security interest under the UCC or comparable law of any jurisdiction).

"Loan Agreement" shall have the meaning assigned to that term in the Preliminary Statements above.

"Patent Rights" has the meaning specified in Schedule A attached hereto.

"Person" means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, public benefit corporation, other entity or Governmental Authority.

"Records" has the meaning specified in Schedule A hereto.

"Secured Obligations" means all loans, advances, debts, liabilities and obligations for the performance of covenants, tasks or duties or for payment of monetary amounts (whether or not such performance is then required or contingent, or such amounts are liquidated or determinable) owing by the Debtor to the Secured Party (including, without limitation, under the Guarantee), and all covenants and duties regarding such amounts, of any kind or nature, present or future, whether or not evidenced by any note, agreement or other instrument, arising under the Loan Agreement, this Agreement or any of the other Finance Documents or pursuant to any cash management services provided by the Secured Party to the Debtor. "Secured Obligations" includes, without limitation, all principal, interest (including all interest that accrues after the commencement of any case or proceeding by or against the Debtor in bankruptcy, whether or not allowed in such case or proceeding), fees, charges, expenses, attorneys' fees and any other sum chargeable to the Debtor under the Loan Agreement, this Agreement or any of the other Finance Documents.

"Taxes" has the meaning specified in Section 4.18 hereof.

"Technical Information" has the meaning specified in Schedule A hereto.

"Trademark" has the meaning specified in Schedule A hereto.

"Trademark Rights" has the meaning specified in Schedule A hereto.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be enacted and in effect in the State of New York; provided that in the event that, by reason of mandatory provisions of law, any or all of the perfection or priority of, or remedies with respect to, the Secured Party's Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such perfection, priority or remedies and for purposes of definitions related to such provisions.

2. Grant of Lien; Right of Setoff.

2.1. To secure the prompt and complete payment, performance and observance of all of the Secured Obligations, the Debtor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Secured Party a first priority Lien upon all of the Debtor's right, title and interest in, to and under the Collateral.

2.2. In addition, to secure the prompt and complete payment, performance and observance of the Secured Obligations, the Debtor hereby grants to the Secured Party a right of setoff against (i) all Collateral now or hereafter in the possession or custody of or in transit to the Secured Party, for any purpose, including safekeeping, collection or pledge, for the account of the Debtor, or as to which the Debtor may have any right or power, and (ii) all right, title and interest of the Debtor in and to all deposit accounts now or hereafter maintained by the Debtor with the Secured Party.

2.3. This Agreement is in addition to and without limitation of any right of the Secured Party under any of the Finance Documents or any other security agreement, mortgage or guaranty granted by the Debtor or any other Person to the Secured Party.

3. Representations and Warranties.

In addition to the representations and warranties contained in the Finance Documents, the Debtor represents and warrants to the Secured Party that:

3.1. The Debtor has full power, right and authority to execute, deliver and perform its obligations under this Agreement.

3.2. This Agreement has been duly authorized, executed and delivered by the Debtor and constitutes the legally valid and binding obligation of the Debtor, enforceable against the Debtor in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency and other similar laws affecting creditors' rights generally and by general principles of equity.

3.3. The execution, delivery and performance by the Debtor of this Agreement do not and will not (i) require any consent or approval of any Governmental Authority or other Person that has not been obtained, (ii) violate any provisions of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect applicable to the Debtor, (iii) result in a breach of, constitute a default under or otherwise contravene any indenture or loan or Loan Agreement or any other material agreement, lease or instrument to which the Debtor is a party or by which the Debtor or the Debtor's properties may be bound or affected, (iv) result in, or require, the creation or imposition of any Lien (other than a Lien in favor of the Secured Party) upon or with respect to any of the Debtor's properties now owned or hereafter acquired, or (v) cause the Debtor to be in default under any such law, rule, regulation, order, writ, judgment, injunction, decree, determination or award or any such indenture, agreement, lease or instrument.

3.4. The Debtor has rights in or the power to transfer rights in each item of the Collateral upon which it purports to grant a Lien hereunder free and clear of any and all Liens other than any Liens permitted under the Loan Agreement or the Finance Documents.

3.5. The Debtor has not granted, nor are there outstanding or in effect, any Liens in the Collateral to any Person other than to the Secured Party, and no security agreement, financing statement, equivalent security or Lien instrument or continuation statement in favor of any such other Person as a secured party covering any of the Collateral or any proceeds thereof is on file in any public office, and the Debtor is, and as to Collateral acquired from time to time after the date hereof, will be the owner of all Collateral free and clear of any Lien, except pursuant to and under this Agreement or as permitted under the Loan Agreement or the Finance Documents.

3.6. Schedule B annexed hereto accurately and completely sets forth (i) the Debtor's exact legal name as it appears in official filings in the state of its incorporation or other organization, (ii) all other names (including, without limitation, trade names) under which the Debtor presently conducts business, (iii) all other names (including, without limitation, trade names) under which the Debtor has previously conducted business for the past five years, (iv) the type of entity of the Debtor (including

corporation, partnership, limited partnership or limited liability company), (v) the organizational identification number issued by the Debtor's state of incorporation or organization or a statement that no such number has been issued, (vi) the Debtor's state of organization or incorporation, (vii) the locations of the Debtor's chief executive office and principal place of business, (viii) the locations of the Debtor's other corporate or administrative offices, (ix) the locations of all other premises where Collateral is stored or located, and (x) the locations of the Debtor's Records concerning the Collateral. The Debtor has only one state of incorporation or organization. Except as noted on Schedule B hereto, the Debtor conducts and has in the past conducted no business, whether directly or indirectly or through any subsidiary, division or affiliate, under any name or trade name other than its name first recited above.

3.7. This Agreement is effective to create a valid and continuing Lien on and, upon the filing of the appropriate financing statements listed on Schedule F hereto, a perfected Lien in favor of the Secured Party, on the Collateral with respect to which a Lien may be perfected by filing pursuant to the UCC. Other than any Liens permitted under the Loan Agreement or the Finance Documents, such Lien is prior to all other Liens and is enforceable as such as against any and all creditors of and purchasers from the Debtor (other than purchasers and lessees of inventory in the ordinary course of business). All action by the Debtor necessary or desirable to perfect such Lien, and requested by the Secured Party to protect such Lien, on each item of the Collateral has been duly taken.

3.8. Schedules C, D and E respectively set forth accurately and completely all of the Debtor's Patent Rights, Trademark Rights and Copyrights. The Debtor has no interest in, or title to, any Patent Rights, Trademark Rights or Copyrights except as set forth in Schedules C, D and E hereto, respectively. This Agreement is effective to create a valid and continuing Lien on and, upon filing of the appropriate financing statements listed on Schedule F hereto, filing of the assignments and other documents referred to in Section 4.1 with respect to Patent Rights and Trademark Rights with the United States Patent and Trademark Office, and filing of the assignments and other documents referred to in Section 4.1 with respect to Copyrights with the United States Copyright Office, perfected Liens in favor of the Secured Party on the Debtor's Patent Rights, Trademark Rights and Copyrights, and such perfected Liens are enforceable as such as against any and all creditors of and purchasers from the Debtor.

4. Covenants and Agreements of the Debtor.

The Debtor covenants and agrees that:

4.1. At the time this Agreement is executed and delivered to the Secured Party, the Debtor shall: (a) execute and deliver to the Secured Party each financing statement, fixture filing, notice of lien, instrument of assignment and other writing (including, without limitation, documents in form suitable for filing with the United States Patent and Trademark Office, the United States Copyright Office, other governmental office and any foreign equivalent in order to evidence, perfect, maintain, record and enforce the Secured Party's interest in the Copyrights, Trademark Rights and Patent Rights), and take such other action, as the Secured Party may deem necessary or desirable to evidence or perfect the Liens of the Secured Party in the Collateral, including, without limitation, the filing of financing statements and/or fixture filings in each of the jurisdictions specified in Schedule F hereto; (b) immediately deliver to the Secured Party all original negotiable documents, certificated securities,

chattel paper and instruments constituting Collateral, with a monetary value in excess of \$150,000 (individually or in the aggregate for all such negotiable documents, certificated securities, chattel paper and/or instruments), with each such endorsement, instrument of assignment and other writing as the Secured Party may request; and (c) execute, endorse, acknowledge and deliver to the Secured Party any certificate of title or other document required to acknowledge, register or perfect the Liens hereby granted in any of the Collateral with monetary value in excess of \$150,000 (individually or in the aggregate).

4.2. The Debtor hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of the Debtor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the Debtor is an organization, the type of organization and any organization identification number issued to the Debtor, and (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. The Debtor agrees to furnish any such information to the Secured Party promptly upon request. The Debtor also ratifies its authorization for the Secured Party to have filed in any Uniform Commercial Code jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

4.3. At any time and from time to time, upon the written request of the Secured Party and at the sole expense of the Debtor, the Debtor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further actions as the Secured Party may deem desirable to obtain the full benefits of this Agreement and of the rights and powers herein granted, including (a) using its best efforts to secure all consents and approvals necessary or appropriate for the assignment to or for the benefit of the Secured Party of any license or contract held by the Debtor and to enforce the security interests granted hereunder; and (b) filing any financing or continuation statements under the UCC with respect to the Liens granted hereunder or under any other Finance Document as to those jurisdictions that are not Uniform Commercial Code jurisdictions.

4.4. Unless the Secured Party shall otherwise consent in writing (which consent may be revoked), the Debtor shall deliver to the Secured Party all Collateral hereafter in the Debtor's possession or control consisting of negotiable documents, certificated securities, chattel paper and instruments (in each case, accompanied by stock powers, allonges or other instruments of transfer executed in blank) promptly after the Debtor receives the same.

4.5. The Debtor shall, obtain or use its commercially reasonable efforts to obtain waivers or subordinations of Liens from landlords and mortgagees when the Collateral at such locations has a monetary value in excess of \$150,000 per each such location, and the Debtor shall in all instances obtain signed acknowledgments of the Secured Party's Liens from bailees now or hereafter having possession of the Debtor's goods, with a monetary value in excess of \$150,000 individually or in the aggregate, that they hold such goods for the benefit of the Secured Party. With respect to any such waivers, subordinations or acknowledgments that may be required as of the date hereof, Debtor shall, as soon as possible, but in any event within seventy five (75) days after the date hereof, use its

commercially reasonable efforts to obtain such waivers, subordinations or acknowledgments in form and substance satisfactory to the Secured Party.

4.6. If required by the terms of the Loan Agreement and not waived by the Secured Party in writing (which waiver may be revoked), the Debtor shall obtain authenticated Control Letters from each issuer of uncertificated securities, securities intermediary, or commodities intermediary now or hereafter issuing or holding any financial assets or commodities to or for the account of the Debtor.

4.7. If the Debtor is or hereafter becomes the beneficiary of a letter of credit or multiple letters of credit, with a monetary value in excess of \$150,000, the Debtor shall promptly, and in any event within two (2) Business Days after becoming a beneficiary thereof, notify the Secured Party in writing thereof and, upon the Secured Party's request thereafter, (i) execute and deliver to the Secured Party an assignment, satisfactory in form and substance to the Secured Party, of the proceeds of such letter of credit to the Secured Party, (ii) obtain and deliver to the Secured Party a written consent, satisfactory in form and substance to the Secured Party, of the issuer and any nominated person of such letter of credit to such assignment of the proceeds thereof, and (iii) deliver the original of such letter of credit to the Secured Party.

4.8. The Debtor shall take all steps necessary to grant the Secured Party control of all electronic chattel paper in accordance with the UCC and all "transferable records" as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

4.9. The Debtor shall promptly, and in any event within two (2) Business Days after the same is acquired by it, notify the Secured Party of any commercial tort claim (as defined in the Code) acquired by it and unless otherwise consented to by the Secured Party, the Debtor shall enter into a supplement to this Agreement, granting to the Secured Party a Lien in such commercial tort claim.

4.10. For each deposit account that the Debtor at any time opens or maintains, the Debtor shall, pursuant to a deposit account control agreement in form and substance satisfactory to the Secured Party, either (a) cause the depository bank to agree to comply, without further consent of the Debtor, at any time with instructions from the Secured Party to such depository bank directing the disposition of funds from time to time credited to such deposit account, or (b) arrange for the Secured Party to become the customer of the depository bank with respect to the deposit account, with the Debtor being permitted, only with the consent of the Secured Party, to exercise rights to withdraw funds from such deposit account; provided that the Secured Party hereby agrees that it shall not give any such instructions or withhold any such consent unless an Event of Default shall at the time have occurred and be continuing, or would occur and be continuing immediately after giving effect to any such withdrawal. The provisions of this Section 4.10 shall not apply to (i) any deposit account for which the Debtor, the depository bank and the Secured Party have entered into a cash collateral agreement specially negotiated among the Debtor, the depository bank and the Secured Party for the specific purpose set forth therein, (ii) any deposit account with respect to which the Secured Party is the depository bank and thereby has automatic control of such deposit account pursuant to the provisions of Section 9-104 of the UCC, or (iii) any deposit account specially and exclusively used by the Debtor for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of the Debtor's employees. With respect to the Debtor's deposit accounts existing on the date hereof or opened within thirty (30) days thereafter, the Debtor shall, if required under this Section 4.10, as soon

as possible, but in any event within seventy five (75) days after the date of opening such deposit accounts, deliver to the Secured Party an executed deposit account control agreements with respect to each such accounts in form and substance satisfactory to the Secured Party.

4.11. The Debtor shall not adjust, settle or compromise the amount or payment of any account, or release wholly or partly any customer or obligor thereof, or allow any credit as discount thereon (other than credits or discounts in the ordinary course of business and in amounts which are not material to the Debtor) without the prior consent of the Secured Party.

4.12. Upon request, the Secured Party shall have the right, by its employees, accountants, attorneys and other agents, to examine and inspect the Collateral at any reasonable time and wherever located.

4.13. The Debtor will defend the Collateral against all claims and demands of all other Persons at any time claiming the same or an interest therein. The Debtor shall not encumber any Collateral to any Person other than the Secured Party except as permitted under the Loan Agreement or the Finance Documents, or sell, assign or transfer the Collateral or any right, title or interest therein (other than the sale of inventory in the ordinary course of the Debtor's business and the sale or disposal of obsolete equipment).

4.14. If any action or proceeding shall be commenced, other than any action to collect the Secured Obligations, to which action or proceeding the Secured Party is made a party and in which it becomes necessary to defend or uphold the Secured Party's Liens hereunder, all costs incurred by the Secured Party for the expenses of such litigation (including reasonable counsel fees and expenses) shall be deemed part of the Secured Obligations secured hereby, which the Debtor agrees to pay or cause to be paid.

4.15. All Records of the Collateral will be located at the Debtor's principal place of business. The Debtor shall, on June 30 and December 31 of each calendar year, provide to the Secured Party a list of all locations of any equipment or inventory pertaining to any Collateral.

4.16. The Debtor will have and maintain Insurance at its expense at all times in such amounts, in such form, containing such terms and written by such companies as may be reasonably satisfactory to the Secured Party. All policies of Insurance shall be payable to the Secured Party or the Debtor, as their interests may appear, and shall provide for thirty (30) days' written notice of cancellation or modification to the Secured Party. The Secured Party is authorized by the Debtor to act as its attorney in collecting, adjusting, settling or canceling such Insurance and endorsing any drafts drawn by insurers. The Secured Party may apply any proceeds of Insurance received by it to the Secured Obligations, whether due or not; provided, however, that the Secured Party will hold such proceeds as a special deposit for use by the Debtor in replacing any damaged Collateral which gave rise to such proceeds, so long as the Debtor is taking steps to replace such Collateral with due diligence and in good faith and so long as no Event of Default shall have occurred. The Debtor will immediately notify the Secured Party of any damage to or loss of the Collateral in excess of \$150,000. Not later than the expiration date of each policy of Insurance then in effect, the Debtor shall deliver to the Secured Party a certificate of insurance certifying as to (i) the extension of such policy or the issuance of a renewal policy therefor, describing the same in reasonable detail satisfactory to the Secured Party and (ii) the payment in full of the portion of the premium therefor then due and payable (or accompanied by other

proof of such payment satisfactory to the Secured Party). The Debtor shall be required forthwith to notify the Secured Party (by telephone, confirmed in writing) if the Debtor shall determine at any time not to, or at any time be unable to, extend or renew any such policy then in effect. The Debtor shall deliver to the Secured Party, certificates of Insurance evidencing the existence of all policies of Insurance required to be maintained pursuant to this Section 4.16, together with certified copies of the applicable insurance policies, and the designation of the Secured Party as loss payee and additional insured thereunder; provided, however, that with respect to policies of Insurance existing on the date hereof, the Debtor shall, as soon as possible but in any event within thirty (30) after the date hereof, deliver the aforementioned certificates of Insurance to the Secured Party.

4.17. The Debtor will use the Collateral for business purposes and not in violation of any statute or ordinance and will keep the Collateral in good repair, working order and condition, and from time to time the Debtor will make to such Collateral all needful and proper repairs, renewals, replacements, extensions, additions, betterments and improvements thereto, to the extent and in the manner customary for companies in similar lines of business under similar circumstances.

4.18. The Debtor will pay promptly when due all excise, property, sales and use taxes and assessments imposed by any Governmental Authority upon or with respect to any of the Collateral ("Taxes"), except for any Taxes which are being contested in good faith and for which adequate reserves under generally accepted accounting principles have been established.

4.19. The Debtor will at all times keep accurate and complete Records of the Debtor's accounts, instruments and other Collateral and will deliver such reconciliation reports and other financial information to the Secured Party at any time reasonably requested. The Secured Party, or any of its agents, shall have the right to call at the Debtor's place or places of business at reasonable intervals and upon reasonable notice to inspect, audit, make test verifications and otherwise examine and make extracts from the books, journals, orders, receipts, correspondence and other Records relating to any of the Collateral.

4.20. Upon the occurrence of an Event of Default, the Debtor agrees, upon the written demand of the Secured Party, to stamp all books and records pertaining to the Debtor's accounts, instruments and general intangibles to evidence the Secured Party's Lien therein in form satisfactory to the Secured Party.

4.21. The Debtor will notify the Secured Party in writing at least fifteen (15) days prior to changing its chief executive office or other locations at which it does business or changing its name or conducting business under any name or trade name or changing its state of incorporation (by way of merger, consolidation, reincorporation or otherwise), in each case specifying the places or names involved. The Secured Party acknowledges that the Debtor shall change its name to "Randy Hangers, L.L.C." promptly after the date hereof and hereby agrees to receive notice of such name change promptly thereafter.

4.22. Upon request of the Secured Party, the Debtor shall obtain the consent of any Person, governmental instrumentality or agency, or public body or official to the assignment hereunder of any account, instrument, document or general intangible if such consent may be required by the terms of any agreement, contract or statute.

4.23. The Debtor shall not reincorporate or reorganize itself under the laws of any jurisdiction other than the jurisdiction in which it is incorporated or organized as of the date hereof without the prior written consent of the Secured Party, which consent shall not be unreasonably withheld or delayed.

5. Remedies: Rights Upon Default.

5.1. In addition to all other rights and remedies granted to it under this Agreement, the Loan Agreement and the other Finance Documents, upon the occurrence of any Event of Default, the Secured Party shall have and may exercise all of the rights, powers and remedies of a secured party under the UCC, including without limitation, the right to sell, lease or otherwise dispose of any or all of the Collateral, and to take possession of the Collateral, and for that purpose the Secured Party may enter peaceably any premises on which the Collateral or any part thereof may be situated and remove the same therefrom and the Debtor will not resist or interfere with such action. The Secured Party may require the Debtor to assemble the Collateral and make the same available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties. The Debtor hereby agrees that the place or places of location of the Collateral are places reasonably convenient to it to assemble the Collateral. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party will send the applicable Debtor reasonable notice of the time and place of any public sale or reasonable notice of the time after which any private sale or any other disposition thereof is to be made. The requirement of sending reasonable notice shall be met if such notice is mailed, postage prepaid, to the applicable Debtor at least ten (10) days before the time of the sale or disposition. The Secured Party shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase for the benefit of the Secured Party, the whole or any part of said Collateral so sold. Such sales may be adjourned and continued from time to time with or without notice. The Secured Party shall have the right to conduct such sales on the Debtor's premises or elsewhere and shall have the right to use the Debtor's premises without charge for such time or times as the Secured Party deems necessary or advisable. Until the Secured Party is able to effect a sale, lease, or other disposition of Collateral, the Secured Party shall have the right to hold or use such Collateral, or any part thereof, to the extent that it deems appropriate for the purpose of preserving such Collateral or its value or for any other purpose deemed appropriate by the Secured Party. The Secured Party shall have no obligation to the Debtor to maintain or preserve the rights of the Debtor as against third parties with respect to Collateral while such Collateral is in the possession of the Secured Party. The Secured Party may, if it so elects, seek the appointment of a receiver or keeper to take possession of Collateral and to enforce any of the Secured Party's remedies with respect to such appointment without prior notice or hearing as to such appointment. To the maximum extent permitted by applicable law, the Debtor waives all claims, damages, and demands against the Secured Party arising out of the repossession, retention or sale of the Collateral except such as arise solely out of the gross negligence or willful misconduct of the Secured Party as finally determined by a court of competent jurisdiction.

5.2. Upon demand by the Secured Party after the occurrence and during the continuance of an Event of Default, the Debtor will immediately deliver to the Secured Party all proceeds of Collateral, and all original evidences of accounts, chattel paper, instruments, documents, securities or general intangibles of the Debtor, including, without limitation, all checks, drafts, cash and other remittances, notes, trade acceptances or other instruments or contracts for the payment of money, appropriately

endorsed to the Secured Party's order and, regardless of the form of such endorsement, the Debtor hereby waives presentment, demand, notice of dishonor, protest and notice of protest and all other notices with respect thereto. Pending such deposit, the Debtor agrees that it will not commingle any such checks, drafts, cash and other remittances with any of the Debtor's funds or property, but will hold them separate and apart therefrom and upon an express trust for the Secured Party, until delivery thereof is made to the Secured Party.

5.3. Upon the occurrence and during the continuance of an Event of Default, the Secured Party shall have the right to notify the account debtors obligated on any or all of the Debtor's accounts, chattel paper, instruments, documents, securities and general intangibles to make payment thereof directly to the Secured Party, and the Secured Party may take control of all proceeds of any thereof. The Debtor will not thereafter without the Secured Party's written consent extend, compromise, compound or settle any accounts, chattel paper, instruments, documents, securities or general intangibles, or release, wholly or partly, any Person liable for payment thereof, or allow any credit or discount thereon which is not customarily allowed by the Debtor in the ordinary conduct of its business.

5.4. To the extent that applicable law imposes duties on the Secured Party to exercise remedies in a commercially reasonable manner, the Debtor acknowledges and agrees that it is not commercially unreasonable for the Secured Party (i) to fail to incur expenses reasonably deemed significant by the Secured Party to prepare Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against account debtors or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (iv) to exercise collection remedies against account debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other Persons, whether or not in the same business as the Debtor, for expressions of interest in acquiring all or any portion of such Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure the Secured Party against risks of loss, collection or disposition of Collateral or to provide to the Secured Party a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by the Secured Party, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Secured Party in the collection or disposition of any of the Collateral. The Debtor acknowledges that the purpose of this Section 5.4 is to provide non-exhaustive indications of what actions or omissions by the Secured Party would not be commercially unreasonable in the Secured Party's exercise of remedies against the Collateral and that other actions or omissions by the Secured Party shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 5.4. Without limitation upon the foregoing, nothing contained in this Section 5.4 shall be construed to grant any rights to the Debtor or to impose any duties on the Secured Party that would not

have been granted or imposed by this Agreement or by applicable law in the absence of this Section 5.4.

5.5. After deducting all expenses incurred by the Secured Party in protecting or enforcing its rights in the Collateral, the net proceeds of collection or sale of the Collateral shall be applied to the payment of the Secured Obligations in such order as the Secured Party may determine, and any excess shall be returned to the Debtor. The Debtor shall remain liable for any deficiency.

5.6. The Secured Party shall not be required to make any demand upon, or pursue or exhaust any of its rights or remedies against, the Debtor, any other obligor, guarantor, pledgor or any other Person with respect to the payment of the Secured Obligations or to pursue or exhaust any of its rights or remedies with respect to any Collateral therefor or any direct or indirect guarantee thereof. The Secured Party shall not be required to marshal the Collateral or any guarantee of the Secured Obligations or to resort to the Collateral or any such guarantee in any particular order, and all of its and their rights hereunder or under any other Finance Document shall be cumulative. To the extent it may lawfully do so, the Debtor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against the Secured Party, any valuation, stay, appraisal, extension, redemption or similar laws and any and all rights or defenses it may have as a surety now or hereafter existing which, but for this provision, might be applicable to the sale of any Collateral made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Agreement, or otherwise.

6. The Secured Party's Appointment as Attorney-In-Fact.

The Debtor hereby appoints the Secured Party to be the Debtor's true and lawful attorney, with full power of substitution, in the Secured Party's name or the Debtor's name or otherwise, for the Secured Party's sole use and benefit, but at the Debtor's cost and expense, to exercise, upon the occurrence and during the continuance of an Event of Default, any of the following powers with respect to all or any of the accounts, chattel paper, instruments, documents, securities or general intangibles:

6.1. to demand, sue for, collect, receive and give acquittance for any and all moneys due or to become due upon or by virtue thereof;

6.2. to receive, take, endorse, assign and deliver any and all checks, notes, drafts and other negotiable and non-negotiable instruments taken or received by the Secured Party in connection therewith, and the Debtor waives notice of presentment, protest and non-payment of any instrument so endorsed or assigned;

6.3. to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto;

6.4. to extend the time of payment of any or all thereof, to make any allowances and other adjustments with reference thereto;

6.5. to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof or the relevant goods, as fully and effectually as if the Secured Party were the absolute owner thereof;

6.6. to make any reasonable allowances and other reasonable adjustments with reference thereto;

6.7. to sign the Debtor's name on any document, on invoices relating to any account, on drafts against customers, on schedules of assignments of accounts, on notices of assignment and other public records, on verifications of accounts, and on notices to customers;

6.8. to file or record in any public office notices of assignment or any other public notice required to effect this Agreement;

6.9. to notify the post office authorities to change the address for delivery of the Debtor's mail to an address designated by the Secured Party;

6.10. to receive, open and dispose of all mail addressed to the Debtor;

6.11. to discharge Taxes and Liens at any time levied against or placed on any of the Collateral;

6.12. to send requests for verification of accounts to the Debtor's customers;

6.13. to file, with or without any signature and by electronic means, any financing statement, addendum, amendment, continuation statement or other Record on the Debtor's behalf, including any filing which further describes for identification any commercial tort claim which may come into existence in the future; and

6.14. to do all other things which the Secured Party deems reasonably necessary or desirable to carry out the purposes of this Agreement.

The power of attorney herein granted to the Secured Party, being coupled with an interest, is irrevocable so long as any of the Secured Obligations remain outstanding. **NONE OF THE SECURED PARTY OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL BE RESPONSIBLE TO ANY DEBTOR FOR ANY ACT OR FAILURE TO ACT UNDER THIS POWER OF ATTORNEY OR OTHERWISE, EXCEPT IN RESPECT OF DAMAGES ATTRIBUTABLE SOLELY TO THEIR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION, NOR FOR ANY PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES.**

7. Waivers.

The Debtor hereby waives all demands, notices and protests of every kind which are not expressly required under this Agreement or the Finance Documents which are permitted by law

to be waived, and which would, if not waived, impair the Secured Party's enforcement of this Agreement or release any Collateral from the Liens of the Secured Party under this Agreement.

8. Limitation on the Secured Party's Duty in respect of Collateral.

The Secured Party shall have no duty as to the collection or protection of Collateral not in the Secured Party's possession or control, and the Secured Party's duty with reference to Collateral in its possession or control shall be to use reasonable care in the custody and preservation of such Collateral, but such duty shall not require the Secured Party to do any of the following (although the Secured Party is authorized to reasonably undertake any such action if the Secured Party deems such action appropriate):

- 8.1. protect any of the Collateral against the claims of others;
- 8.2. collect any sums due on the Collateral;
- 8.3. exercise any rights under the Collateral;
- 8.4. notify the Debtor of any maturities or other similar matters concerning the Collateral;
- 8.5. act upon any request the Debtor may make; or
- 8.6. preserve or protect the Debtor's rights in the Collateral.

9. Liens and Obligations Absolute.

Except as otherwise permitted under Section 11 hereof, all Liens created pursuant to this Agreement, and all obligations of the Debtor hereunder, shall be absolute and unconditional irrespective of, and shall not be impaired or otherwise affected by:

- 9.1. any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of the Debtor;
- 9.2. any lack of validity or enforceability of the Loan Agreement or any other Finance Document, or any other agreement or instrument relating thereto;
- 9.3. any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Loan Agreement or any other Finance Document;
- 9.4. any exchange, release, or non perfection of any Collateral, or any release or amendment or waiver of or consent to any departure from any guarantee of all or any of the Secured Obligations;
- 9.5. any exercise or non-exercise, or any waiver of any right, remedy, power or privilege under or in respect of this Agreement or any other Finance Document except as specifically set forth in a waiver granted by the Secured Party; or

9.6. any other circumstances which might otherwise constitute a defense available to, or a discharge of, the Debtor.

10. Grant Of License To Use Intellectual Property Collateral.

For the purpose of enabling the Secured Party to exercise rights and remedies under Section 5 hereof (including, without limiting the terms of Section 5 hereof, in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale, sell or otherwise dispose of Collateral) at such time as the Secured Party shall be lawfully entitled to exercise such rights and remedies, the Debtor hereby grants to the Secured Party, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Debtor) to use, license or sublicense any Patent Rights, Trademark Rights, Copyrights, Technical Information and Computer Hardware and Software now owned or hereafter acquired by the Debtor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof.

11. Releases; Termination.

Upon any disposition of property permitted by the Loan Agreement, (i) any Lien granted herein on such property shall, as of the date of such disposition, be deemed to be automatically released with no further action on the part of any Person and (ii) the Secured Party hereby authorizes, as of the date of any such disposition, Secured Party shall deliver to the Debtor such documents as the Debtor may request to evidence such release.

This Agreement shall terminate when all the Secured Obligations have been paid in full and the Loan Agreement and other Finance Documents shall have expired or been terminated. Upon such termination, the Secured Party hereby as of such date authorizes the filing of any terminations statements to evidence the termination and release of the security interest created hereunder. In addition, upon such termination, the Secured Party shall deliver to the Debtor such documents as the Debtor may request to evidence such termination and release of the liens.

12. Actions and Proceedings.

THE DEBTOR HEREBY IRREVOCABLY CONSENTS TO THE NONEXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT SITTING IN THE COUNTY OF NEW YORK, STATE OF NEW YORK, IN CONNECTION WITH ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT; PROVIDED, HOWEVER, THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR SHALL OPERATE TO PRECLUDE THE SECURED PARTY FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE SECURED OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE SECURED PARTY. THE DEBTOR EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT,

AND HEREBY WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS. THE DEBTOR HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINTS AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO THE DEBTOR AT THE ADDRESS FOR NOTICE SET FORTH HEREIN AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF ACTUAL RECEIPT THEREOF OR THREE (3) DAYS AFTER DEPOSIT IN THE U.S. MAILS, PROPER POSTAGE PREPAID.

13. Waiver of Jury Trial.

THE PARTIES HERETO HEREBY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN THE SECURED PARTY AND ANY DEBTOR ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED IN CONNECTION WITH, THIS AGREEMENT OR ANY OF THE OTHER FINANCE DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO.

14. Address for Notices and Service of Process.

All notices, requests and demands to or upon the Secured Party or the Debtor shall be effective if made in writing and shall be deemed to be delivered (A) upon receipt (i) if delivered by hand or by Federal Express or other national overnight courier, or (ii) if sent by telegraph, or (B) when sent, answer back received, in the case of notice by telex or facsimile, or (C) five (5) days after deposited in the mail, air postage prepaid, to the following address or to such other address of the Secured Party or the Debtor as may be hereafter notified by the Secured Party or the Debtor to the other:

If to the Debtor:

RH Acquisition I, LLC
25 East Union Avenue
East Rutherford, NJ 07073
Attn: Joe Dailey
Fax No.: (201) 842-2120

If to the Secured Party:

DBS Bank Ltd (London Branch)
4th Floor
Paternoster House
65 St Paul's Churchyard
London EC4M 8AB
Attention: Elaine Chong/Jeanne Kay
Fax No: +44 (0) 20 7489 5850

15. Expenses.

The Debtor shall pay all costs, fees and expenses of protecting, storing, warehousing, appraising, insuring, handling, maintaining and shipping the Collateral, all costs, fees and expenses of creating, perfecting, maintaining and enforcing the security interest granted hereby, and any and all Taxes imposed by any federal, state, local or foreign authority on any of the Collateral, or with respect to periodic appraisals and inspections of the Collateral, or with respect to the sale or other disposition thereof. If the Debtor fail to promptly pay any portion of the above costs, fees and expenses when due or to perform any other such obligation of the Debtor under this Agreement, the Secured Party may, at its option, but shall not be required to, pay or perform the same and charge the Debtor's account for all fees, costs and expenses incurred therefor, and the Debtor agree to reimburse the Secured Party therefor on demand. All sums so paid or incurred by the Secured Party for any of the foregoing, any and all other sums for which the Debtor may become liable hereunder and all fees, costs and expenses (including attorneys' fees, legal expenses and court costs) incurred by the Secured Party in enforcing or protecting the Liens granted hereby or any of its rights or remedies under this Agreement shall be payable on demand, shall constitute Secured Obligations and shall bear interest until paid at the highest rate provided in the Loan Agreement.

16. No Waiver of Remedies.

No failure to exercise and no delay in exercising, on the part of the Secured Party, any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under this Agreement or any of the other Finance Documents preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges provided under this Agreement are cumulative and are not exclusive of any rights, remedies, powers and privileges provided under the other Finance Documents or by law.

17. New York Law.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE.

18. Entire Agreement; Modifications.

This Agreement contains the entire agreement between the Secured Party and the Debtor with respect to all subject matters contained herein. This Agreement cannot be amended, modified or changed in any way, except by a written instrument executed by the Secured Party and the Debtor. No waiver of or departure from any provision of this Agreement shall be effective except by a written instrument executed by the Secured Party.

19. Successors and Assigns.

The covenants, representations, warranties and agreements herein set forth shall be binding upon the Debtor, its legal representatives, successors and assigns (including, without limitation, any debtor-in-possession on behalf of the Debtor) and shall inure to the benefit of the Secured Party and its successors and assigns. Any successor or assign of the Secured Party shall forthwith become vested with and entitled to exercise all the powers and rights given by this Agreement to the Secured Party, as if such successor or assign were originally named as the Secured Party herein. No Debtor may assign, sell, hypothecate or otherwise transfer and interest in or delegate any obligation under this Agreement.

20. Severability.

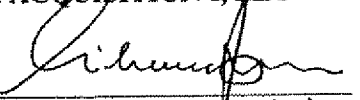
If any provision hereof shall be held to be invalid, illegal or unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction, and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

21. Counterparts.

This Agreement may be executed in any number of counterparts, all of which, when taken together shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be executed by its duly authorized officer or representative as of the date and year first above written.

RH ACQUISITION I, LLC

By: 
Name: Michael Stahol
Its: President + CEO

ACCEPTED:

DBS BANK LTD (LONDON BRANCH)

By: _____
Name:
Title:

SCHEDULE A
to
Security Agreement and UCC-1 Financing Statement
granted by
RH Acquisition I, LLC as "Debtor"
in favor of
DBS Bank Ltd (London Branch)
as the "Secured Party"

Description of Collateral

All right, title and interest of the Debtor in, to and under all personal property whether now owned by or owing to, or hereafter acquired by or arising in favor of the Debtor (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Debtor, and regardless of where located, including, without limitation (collectively, the "Collateral"):

1. all accounts (including, without limitation, health-care-insurance receivables);
2. all chattel paper (including, without limitation, tangible chattel paper and electronic chattel paper);
3. all documents;
4. all general intangibles (including, without limitation, payment intangibles and software);
5. all commercial tort claims;
6. all goods (including, without limitation, inventory, equipment and fixtures);
7. all instruments (including, without limitation, promissory notes);
8. all investment property (including, without limitation, certificated and uncertificated securities, security entitlements, securities accounts, commodity contracts and commodity accounts);
9. all deposit accounts of the Debtor and all deposits therein;
10. all money, cash or cash equivalents of the Debtor;
11. all supporting obligations and letter-of-credit rights; and
12. to the extent not otherwise included, all proceeds, tort claims, insurance claims and other rights to payments not otherwise included in the foregoing and products of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing.

IN FURTHERANCE OF THE FOREGOING TYPES OF COLLATERAL, AND WITHOUT LIMITATION THEREOF, all of the following property, now owned or hereafter acquired, arising or existing, together with all proceeds thereof:

13. All of the contracts and agreements of the Debtor, together with all schedules, exhibits, documents and certificates referred to therein, as amended, supplemented or otherwise modified from time to time, including without limitation, all rights of the Debtor to (a) receive moneys due and to become due to it thereunder or in connection therewith, (b) damages arising out of, or for, breach or default in respect thereof, (c) compel performance of the terms thereof, (d) benefits and claims under all warranty and indemnity provisions contained therein, (e) all insurance payments provided therein and (f) any other moneys due and to become due to the Debtor thereunder or in connection therewith and all proceeds and general intangibles arising from any of the foregoing (the "Contracts").
14. All insurance covering any type of Collateral described in this Schedule A or any part thereof against risks of fire, flood, theft, loss, nonconformity of, defects or infringement of rights in, or damage or any other risk of loss whatsoever and all proceeds and general intangibles arising from any of the foregoing ("Insurance").
15. All of the Debtor' right, title and interest in all of its books, records, ledger sheets, files and other data and documents, including records in any form (digital or other) and recorded in or through any tangible medium (magnetic, lasergraphic or other) and retrievable in perceivable form, together with all machinery and processes (including computer programming instructions) required to read and print such records relating to any of the types of Collateral described in this Schedule A ("Records").
16. All patent rights throughout the world, including all letters patents, patent applications, patent licenses, patentable inventions, modifications and improvements thereof, all rights to any and all letters patent and applications for letters patent, all divisions, renewals, reissues, continuations, continuations-in-part, extensions and reexaminations of any of the foregoing, all shop rights, all proceeds of, and rights associated with any of the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any of the foregoing and for breach or enforcement of any of the foregoing, and all rights corresponding to each of the foregoing throughout the world and all proceeds and general intangibles arising from any of the foregoing ("Patent Rights").
17. All information concerning the subject matter of the Patent Rights, and all other confidential or proprietary or useful information and all know-how and common law or statutory trade secrets obtained by or used in or contemplated at any time

for use in the business of the Debtor, and all other research and development work by the Debtor whether or not the same is a patentable invention, including without limitation all design and engineering data, shop rights, instructions, procedures, standards, specifications, plans, drawings and designs and all proceeds and general intangibles arising from any of the foregoing (the "Technical Information").

18. All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, domain names, URLs, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items being called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, all Trademark licenses, all reissues, extensions or renewals of any of the foregoing items all of the goodwill of the business connected with the use of, and symbolized by the foregoing items all proceeds of, and rights associated with, the foregoing, including any claim by the Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all proceeds and general intangibles arising from any of the foregoing (the "Trademark Rights").
19. All copyrights and all semiconductor chip product mask works of the Debtor, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world, including, without limitation, all of the Debtor' right, title and interest in and to all copyrights and mask works registered in the United States Copyright Office or anywhere else in the world and all applications for registration thereof, whether pending or in preparation, all copyright and mask work licenses, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit and all proceeds and general intangibles arising from any of the foregoing (the "Copyrights").
20. (A) all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware,

whether now owned, licensed or leased or hereafter acquired by the Debtor; (B) all software programs including source code and object code and all related applications and data files), whether now owned, licensed or leased or hereafter acquired by the Debtor, designed for use on the computers and electronic data processing hardware described in clause (A) above; (C) all firmware associated therewith, whether now owned, licensed or leased or hereafter acquired by the Debtor; (D) all documentation (including flow charts, logic diagrams, manuals, guides and specifications) for such hardware, software and firmware described in the preceding clauses (A), (B) and (C), whether now owned, licensed or leased or hereafter acquired by the Debtor; and (E) all rights with respect to all of the foregoing, including, without limitation, any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing and all proceeds and general intangibles arising from any of the foregoing (the "Computer Hardware and Software").

Notwithstanding anything herein to the contrary, in no event shall Collateral include (a) any lease, license, contract, property rights or agreement to which the Debtor is a party or any of its rights or interests thereunder if the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of the Debtor 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 Section 9-406, 9-407 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), (b) any lease, license, contract, property rights or agreements to which the Debtor is a party or any of its rights or interests thereunder to the extent that any applicable law prohibits the creation of a security interest thereon (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 Bankruptcy Code) or principles of equity) and (c) all shares of capital stock, member interests, partnership interests, ownership interest or other equity interests in any corporation, limited liability company, partnership, or other entity organized under the laws of a jurisdiction other than a state of the United States or the District of Columbia and the certificates, if any, representing such interests; provided, that the Debtor agrees to use all reasonable efforts to obtain all requisite consent to enable the Debtor to provide a security interest in such asset and, in any event, immediately upon the ineffectiveness, lapse or termination of any such provision, the Collateral shall include, and the Debtor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

SCHEDULE B
to
Security Agreement
granted by
RH Acquisition I, LLC as "Debtor"
in favor of
DBS Bank Ltd (London Branch)
as the "Secured Party"

SCHEDULE OF OFFICES, LOCATIONS OF COLLATERAL
AND RECORDS CONCERNING DEBTOR'S COLLATERAL

- I. Each Debtor's exact legal name: **RH Acquisition I, LLC**
- II. All other names (including trade names) under which each Debtor presently conducts business: **Randy Hangers, L.L.C.**
- III. All other names (including trade names) under which each Debtor or any predecessor to each Debtor (by merger or otherwise) has previously conducted business during the past five years:
- IV. Type of entity (e.g. corporation, partnership, business trust, limited partnership, limited liability company): **Limited liability company**
- V. Organizational identification number issued by each Debtor's state of incorporation or organization or a statement that no such number has been issued: **4062449**
- VI. State of Incorporation or Organization of each Debtor: **Delaware**
- VII. Each Debtor's mailing address: **37 Empire Street, Newark, NJ 07114**

If different from the above mailing address, the address of each Debtor's place of business or, if more than one place of business, each Debtor's chief executive office: **N/A**

- VIII. Corporate or Administrative Offices of each Debtor (including name of State and County of each location): **37 Empire Street, Newark, Essex County, NJ 07114**
- IX. Other Premises at which Collateral is stored or located (including name of State and County of each location):

**25 East Union Avenue, East Rutherford, New Jersey 07631
9210 Norwalk Boulevard, Santa Fe Springs, CA 90680
Unit No. 817 on 8th floor, Star House, No. 3 Salisbury Road, Kowloon**

X. Premises at which Records concerning the Collateral are stored or located:

37 Empire Street, Newark, Essex County, NJ 07114
25 East Union Avenue, East Rutherford, New Jersey 07631
9210 Norwalk Boulevard, Santa Fe Springs, CA 90680
Unit No. 817 on 8th floor, Star House, No. 3 Salisbury Road, Kowloon

SCHEDULE C

Description of Copyrights

None.

SCHEDULE D

Description of Trademark Rights

United States Trademark Registrations:

<u>Mark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
RH (design)	2,522,664	December 25, 2001
Randy Hangers	2,547,280	March 12, 2002
Insight	78/570621	February 18, 2005 Pending

Turkey Trademark Registration:

<u>Mark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
Randy Hangers	2003-02435	March 21, 2003

Taiwan Trademark Registration:

<u>Mark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
Randy Hangers	1089334	March 16, 2004

Guatemala Trademark Registration:

<u>Mark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
RH (design)	116,301	March 20, 2002

Israel Trademark Registration:

<u>Mark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
Randy Hangers	164265	March 8, 2004

Domain Name:

randyhangers.com

SCHEDULE E

Description of Patent Rights

United States Patent Registrations:

<u>Patent Number</u>	<u>Date of Patent</u>
5,803,321	September 8, 1998
Des. 405,964	February 23, 1999
Des. 414,044	September 21, 1999
6,023,819	February 15, 2000
6,029,868	February 29, 2000
6,098,254	August 8, 2000
US D450,463 S	November 20, 2001
US 6,305,586 B1	October 23, 2001
US 6,306,329 B1	October 23, 2001
US D454,435 S	March 19, 2002
US D500,413 S	January 4, 2005
US D506,077 S	June 14, 2005

United States Patent Application Publication:

<u>Publication Number</u>	<u>Publication Date</u>
US 2003/0222107 A1	December 4, 2003

United States Pending Patent Applications:

<u>Serial Number</u>
60/434,884

11/074,302
29/197,087
29/219,737
11/211,151
60/666,688
60/723,318
11/268,716
11/000,865

Republic of China Patent Registration:

<u>Patent Number</u>	<u>Date of Registration</u>
ZL02338482.4 (Certificate No. 323714)	September 17, 2003

Hong Kong Design Registration:

<u>Registration Number</u>	<u>Date of Registration</u>
0211418.1M001	December 9, 2002

SCHEDULE F

FILING JURISDICTIONS

Delaware Secretary of State