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U.S. DEPARTMENT OF COMMERCE
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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Gate Gourmet Canada Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) November 8, 2010

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Canadian Collateral Agreement

2. Name and address of receiving party(ies)

Name: Goldman Sachs Credit Partners L.P.

Internal Address: _____

Street Address: 120 Fleet Street, River Court

City: London

State: _____

Country: United Kingdom Zip: EC4A 2QQ

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

6,223,502; 6,684,607

☐ This document is being filed together with a new application.
B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Wilfred P. So

Internal Address: Blake, Cassels & Graydon LLP

Suite 2800, Commerce Court West

Street Address: 199 Bay Street

City: Toronto

State: Ontario, CANADA Zip: M5L 1A9

Phone Number: 416-863-2425

Fax Number: 416-863-2653

Email Address: wilfred.so@blakes.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80

- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 02-2553

Authorized User Name Wilfred P. So

9. Signature:

Wilfred P. So

Signature

November 19, 2010
Date

Wilfred P. So

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

55

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

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CANADIAN COLLATERAL AGREEMENT

dated as of

November 8, 2010,

among

GATE GOURMET CANADA INC.,

the other Grantors identified herein

and

GOLDMAN SACHS CREDIT PARTNERS L.P.
as Non-US Collateral Agent

mcmillan

Table of Contents

	<u>Page</u>
ARTICLE I Definitions	1
SECTION 1.01. Credit Agreement.....	1
SECTION 1.02. Other Defined Terms.....	2
ARTICLE II Grant of Security Interest	7
SECTION 2.01. Grant of Security.....	7
SECTION 2.02. Exception Respecting Trade-marks.....	9
SECTION 2.03. Attachment of Security Interest.....	9
SECTION 2.04. Liability for Deficiency.....	9
SECTION 2.05. Security Interest Only.....	9
ARTICLE III Representations and Warranties	10
SECTION 3.01. Perfected First-Priority Security Interest.....	10
SECTION 3.02. Perfection Certificate.....	10
SECTION 3.03. Pledged Collateral.....	11
ARTICLE IV Covenants	12
SECTION 4.01. Delivery of Instruments, Certificated Securities, Chattel Paper and Documents of Title.....	12
SECTION 4.02. Pledged Collateral: Certificated Securities.....	12
SECTION 4.03. Pledged Collateral: Uncertificated Securities and Security Entitlements.....	13
SECTION 4.04. Pledged Collateral: General.....	13
SECTION 4.05. Change in Name, Location, etc.	14
SECTION 4.06. Maintenance of Records.....	15
SECTION 4.07. Defense of Title; Defense of Security Interest.....	15
SECTION 4.08. Further Assurances.....	15
SECTION 4.09. Inspection of Collateral.....	15
SECTION 4.10. Maintenance of Collateral.....	15
SECTION 4.11. Accounts.....	16
SECTION 4.12. Chattel Paper.....	16
SECTION 4.13. Other Financing Statements.....	16
SECTION 4.14. Other Actions.....	16
SECTION 4.15. Covenants Regarding Patent, Trade-mark and Copyright Collateral.....	17
ARTICLE V Remedies	17

EXECUTION COPY

SECTION 5.01. Pledged Collateral.	17
SECTION 5.02. Remedies upon Default.	20
SECTION 5.03. Application of Proceeds.	21
SECTION 5.04. Grant of License to Use Intellectual Property.	22
SECTION 5.05. Securities Act, etc.	22
SECTION 5.06. Appointment of Receiver.	22
 ARTICLE VI Miscellaneous	 23
SECTION 6.01. Notices.	23
SECTION 6.02. Security Interest Absolute.	23
SECTION 6.03. Survival of Agreement.	24
SECTION 6.04. Binding Effect; Several Agreement.	24
SECTION 6.05. Successors and Assigns.	24
SECTION 6.06. Non-US Collateral Agent's Fees and Expenses; Indemnification.	25
SECTION 6.07. Non-US Collateral Agent Appointed Attorney-in-Fact.	25
SECTION 6.08. APPLICABLE LAW.	26
SECTION 6.09. Waivers; Amendment.	26
SECTION 6.10. WAIVER OF JURY TRIAL.	27
SECTION 6.11. Severability.	27
SECTION 6.12. Counterparts.	27
SECTION 6.13. Headings.	28
SECTION 6.14. Jurisdiction; Consent to Service of Process.	28
SECTION 6.15. Termination or Release.	28
SECTION 6.16. Additional Grantors.	29

Schedules

Schedule I	Subsidiaries
Schedule II	Capital Stock; Debt Securities
Schedule III	Intellectual Property

Exhibits

Exhibit I	Form of Supplement
Exhibit II	Form of Perfection Certificate

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CANADIAN COLLATERAL AGREEMENT¹ (this "Agreement") dated as of November 8, 2010, among GATE GOURMET CANADA INC., a corporation organized under the laws of Canada (the "Company"), the other Grantors identified herein and GOLDMAN SACHS CREDIT PARTNERS L.P., as Non-US collateral agent (the "Non-US Collateral Agent").

Reference is made to the Credit and Guarantee Agreement dated as of May 31, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Gate Gourmet Borrower LLC (the "US Borrower"), Gate Gourmet Holding S.C.A., a *société en commandite par actions* incorporated in Luxembourg and registered with the Register of Trade and Companies of Luxembourg under number B 86446 and having its registered office at 8-10 rue Mathias Hardt L-1717 Luxembourg, with a share capital of EUR 1,514,000 ("Parent"), the Subsidiary Borrowers party thereto from time to time, the US Guarantors party thereto from time to time, the Lenders party thereto from time to time, Goldman Sachs Credit Partners L.P., as Administrative Agent, London Agent, US Collateral Agent, Non-US Collateral Agent, Deutsche Bank AG, as Syndication Agent and certain other parties thereto.

The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to continue to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Company is an affiliate of the Borrowers, will derive substantial benefits from the continued extension of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to continue to extend such credit. Accordingly, the parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Credit Agreement.

(a) Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement. In this Agreement, the following terms have the meanings given to them in the PPSA (as defined herein): "Accessions", "Accounts", "Chattel Paper", "Consumer Goods", "Document of Title", "Equipment", "Goods", "Intangible", "Instruments", "Inventory", "Investment Property", "Money", "financing statement", "financing change statement" and "Proceeds". In this Agreement, the following terms have the meanings given to them in the STA: "Certificated Security", "Entitlement Holder", "Entitlement Order", "Financial Asset", "Issuer", "Securities", "Securities Account", "Securities Intermediary", "Security Entitlement" and "Uncertificated Security".

The definitions in Section 1.02 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall

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include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall"; and the words "asset" and "property" shall be construed as having the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. All references herein to Articles, Sections, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Except as otherwise expressly provided herein, (i) any reference in this Agreement to any Credit Document shall mean such document as amended, restated, supplemented or otherwise modified from time to time and (ii) all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time.

SECTION 1.02. Other Defined Terms.

As used in this Agreement, the following terms have the meanings specified below:

"Account Debtor" means any Person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"Additional Grantor" has the meaning assigned to such term in Section 6.16.

"Agreement" has the meaning assigned to such term in the preliminary statement of this Agreement.

"Collateral" has the meaning assigned to such term in Article II.

"Company" has the meaning assigned to such term in the preliminary statement of this Agreement.

"Control" means, with respect to a specified form of Investment Property, "control" as defined in sections 23 through 26 of the STA as applicable to such form of Investment Property.

"Copyrights" means, with respect any Person, all of such Person's right, title, and interest, now or hereafter acquired, in and to the following: (a) all copyright rights in any work subject to the copyright laws of Canada or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in Canada or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the Canadian Intellectual Property Office, including those registered copyrights listed on Schedule III.

"Credit Agreement" has the meaning assigned to such term in the preliminary statement of this Agreement.

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"Default Notice" means the written notification from the Non-US Collateral Agent of (a) the occurrence of any Event of Default set forth in Section 8.1(f) or 8.1(g) of the Credit Agreement or (b) the taking of any action under Section 8.1 of the Credit Agreement by the Administrative Agent or the Lenders thereunder.

"Deposit Account" means any demand, time, savings, passbook or like account maintained with a depository institution.

"Equity Interests" means shares of capital stock, partnership, joint venture, member or limited liability or unlimited liability company interests, beneficial interests in a trust or other equity ownership interests in a Person of whatever nature and rights, warranties or options to acquire any of the foregoing.

"Grantors" means the Company and the Subsidiaries identified on Schedule I.

"Indemnitee" has the meaning assigned to such term in Section 6.06(b).

"Intellectual Property" means all intellectual and similar property of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trade-marks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"Investment Property Control Agreement" means: (a) with respect to any Uncertificated Securities included in the Collateral, an agreement between the issuer of such Uncertificated Securities and another Person whereby such issuer agrees to comply with instructions that are originated by such Person in respect of such Uncertificated Securities, without the further consent of the Grantor; and (b) with respect to any Security Entitlements in respect of Financial Assets included in the Collateral, an agreement between the Securities Intermediary in respect of such Security Entitlements and another Person pursuant to which such Securities Intermediary agrees to comply with any Entitlement Orders with respect to such Security Entitlements that are originated by such Person, without the further consent of the Grantor.

"License" means, with respect to any Person, all of such Person's right, title, and interest now or hereafter acquired in and to (a) any and all licensing agreements or similar arrangements in and to its Patents, designs, Copyrights, or Trade-marks, (b) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

"Non-US Collateral Agent" has the meaning assigned to such term in the preliminary statement of this Agreement.

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"Non-US Guarantee Agreement" means the Amended and Restated Non-US Guarantee Agreement dated October 26, 2007 (as amended, restated, supplemented or otherwise modified from time to time) among certain Non-US Subsidiaries and the Non-US Collateral Agent.

"Non-US Intercompany Loan Agreement" means:

- (a) the Non-US Intercompany Notes Documents; and
- (b) the Non-US Subsidiary Loan Agreements.

"Non-US Restricted Guarantor" has the meaning assigned to such term in the Credit Agreement. Each Grantor is a Non-US Restricted Guarantor.

"Parent" has the meaning assigned to such term in the preliminary statement of this Agreement.

"Patents" means, with respect to any Person, all of such Person's right, title, and interest, now owned or hereafter acquired, in and to the following: (a) all letters patent of Canada or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of Canada or the equivalent thereof in any other country, including registrations, recordings and pending applications in the Canadian Intellectual Property Office or any similar offices in any other country, including those listed on Schedule III, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Perfection Certificate" means a certificate substantially in the form of Exhibit II, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a financial officer of each Grantor with respect to the information relevant to such Grantor provided therein.

"Person" shall mean any natural person, corporation, business trust, joint venture, association, company, limited liability company, partnership, governmental authority or other entity.

"Pledged Collateral" means (a) the Pledged Stock and (b) the Pledged Debt Securities.

"Pledged Debt Securities" means, for any Grantor, (a) the debt instruments and debt securities, if any, listed opposite the name of such Grantor on Schedule II, (b) any other debt securities now or in the future issued to or owned by such Grantor and (c) the promissory notes and any other instruments evidencing such debt instruments and debt securities.

"Pledged Securities" means any promissory notes, stock certificates or other securities now or hereafter included in the Pledged Collateral, including all

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certificates, instruments or other documents representing or evidencing any Pledged Collateral.

"Pledged Stock" means, with respect to any Grantor, (a) the shares of capital stock and other Equity Interests owned by such Grantor and listed on Schedule II, (b) any other Equity Interests now owned or obtained in the future by such Grantor and (c) the certificates representing all such Equity Interests.

"PPSA" means the *Personal Property Security Act* (Ontario), including the regulations thereto, provided that, if perfection or the effect of perfection or non-perfection or the priority of any Lien created hereunder on the Collateral is governed by the personal property security legislation or other applicable legislation with respect to personal property security as in effect in a jurisdiction other than Ontario, "PPSA" means the Personal Property Security Act or such other applicable legislation as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

"Proceeds" means (a) all "Proceeds" as such term is defined in the PPSA and (b) all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of the Pledged Collateral.

"Recordable Intellectual Property" means (a) Patents registered with the Canadian Intellectual Property Office and applications therefor, (b) Trade-marks registered with the Canadian Intellectual Property Office and applications therefor and (c) Copyrights registered with the Canadian Intellectual Property Office and all rights in or under any of the foregoing, and, in each case, constituting Collateral.

"Requirement of Law" means, with respect to any Person, (a) the charter, articles or certificate of organization or incorporation and bylaws or other organizational or governing documents of such Person and (b) any statute, law (including common law), treaty, rule, regulation, code, ordinance, order, decree, writ, judgment, injunction or determination of any arbitrator or court or other Governmental Authority (including Environmental Laws), in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Secured Documents" means:

- (a) the Credit Agreement, but only to the extent that it relates to the Non-US Obligations;
- (b) each Non-US Intercompany Loan Agreement;
- (c) each Collateral Document signed by a Non-US Restricted Guarantor; and
- (d) the Non-US Guarantee Agreement.

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“Secured Obligations” means, with respect to any Non-US Restricted Guarantor, all monies that are now or at any time hereafter shall have become due and payable or owing by:

- (a) each Non-US Borrower in respect of the Non-US Obligations;
- (b) Gate Gourmet Luxembourg III S.à.r.l. under the Non-US Intercompany Notes Documents;
- (c) a Non-US Subsidiary under each Non-US Subsidiary Loan provided such Non-US Subsidiary is not a Subsidiary of such Non-US Restricted Guarantor; and
- (d) a Non-US Subsidiary under any Secured Document signed by a Non-US Restricted Guarantor, provided that such Non-US Restricted Guarantor that is signatory to such a document is not a Subsidiary of such Non-US Restricted Guarantor.

“Secured Parties” means each and all of:

- (a) the Non-US Collateral Agent;
- (b) the US Collateral Agent;
- (c) the Administrative Agent;
- (d) the lenders and Issuing Banks under the Credit Agreement, to the extent holding Non-US Obligations;
- (e) each lender under the Non-US Subsidiary Loans; and
- (f) the US Borrower.

“Securities Intermediary’s Jurisdiction” means, with respect to any Securities Intermediary holding any Securities Account included in or relating to any Pledged Collateral, its jurisdiction as determined under Section 45(2) of the STA.

“Security Interest” has the meaning assigned to such term in Article II.

“STA” means the *Securities Transfer Act, 2006* (Ontario), including the regulations thereto, provided that, to the extent that perfection or the effect or perfection or non-perfection or the priority of any Lien created hereunder on Collateral that is Investment Property is governed by the laws in effect in any province or territory of Canada other than Ontario in which there is in force legislation substantially the same as the *Securities Transfer Act, 2006* (Ontario) (an “Other STA Province”), then “STA” shall mean such other legislation as in effect from time to time in such Other STA Province for purposes of the provisions hereof referring to or incorporating by reference provisions of the STA; and to the extent that such perfection or the effect of perfection or non-perfection or the priority of any Lien created hereunder on the Collateral is governed by the laws of a jurisdiction other than Ontario or an Other STA Province, then references

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herein to, the STA shall be disregarded except for the terms "Certificated Security" and "Uncertificated Security", which shall have the meanings herein as defined in the *Securities Transfer Act, 2006* (Ontario) regardless of whether the STA is in force in the applicable jurisdiction.

"Trade-marks" means, with respect to any Person, all of such Person's right, title, and interest, now owned or hereafter acquired, in and to the following: (a) all trade-marks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the Canadian Intellectual Property Office or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule III, and (b) all goodwill associated therewith or symbolized thereby.

ARTICLE II

Grant of Security Interest

SECTION 2.01. Grant of Security.

As security for the payment or performance in full of the Secured Obligations, each Grantor hereby grants, assigns and pledges to the Non-US Collateral Agent and its successors and assigns, on behalf of and for the ratable benefit of the Secured Parties a security interest (the "Security Interest") in, all of its right, title or interest in or to any and all of the following assets and properties (except all assets and properties set forth in the proviso below) now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Deposit Accounts with any bank or other financial institution (including all cash and other items deposited therein or credited thereto);
- (iv) all Documents of Title;
- (v) all Equipment;
- (vi) all fixtures;
- (vii) all Intangibles;
- (viii) all Instruments;

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(ix) all Intellectual Property;

(x) all Inventory;

(xi) all Investment Property;

(xii) all books and records pertaining to the Collateral;

(xiii) all Money;

(xiv) all Receivables;

(xv) all Pledged Collateral; and

(xvi) to the extent not otherwise included, all Proceeds and products (other than Inventory and food products) of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided, however, that the following property shall be excluded from the security interests granted by each Grantor hereunder: (A) all vehicles owned by any Grantor, (B) any general intangibles or other rights arising under any contract, instrument, license (including Licenses) or other document if the grant of a security interest therein would constitute a violation of a valid and enforceable restriction in favor of a third party or would result in an enforceable restriction in favor of a third party or would result in an enforceable right of a third party to declare a default thereunder or an enforceable right of a third party to terminate or annul such contract, instrument, license or other document unless and until all required consents shall have been obtained, it being understood that no Grantor is obliged to obtain such consent, and that all such provisions or contracts, or other agreements entered into, which result in such restrictions referred to in this clause (B), have been entered into by such Grantor in the ordinary course of business, (C) any Pledged Collateral and Pledged Securities issued by any Non-Wholly Owned Subsidiary if the grant of a security interest therein would constitute a violation of any shareholder agreement or other similar agreement with respect to such Pledged Collateral or Pledged Securities among such Grantors and any other holders of such Pledged Collateral or Pledged Securities, (D) Equipment leased by any Grantor under a lease that prohibits the granting of a Lien on such Equipment, and (E) Consumer Goods. In addition, the security interest granted hereunder do not extend to the last day of the term of any lease or agreement for lease of real property.

Each Grantor hereby irrevocably authorizes the Non-US Collateral Agent (without imposing any obligation on the Non-US Collateral Agent) at any time and from time to time to file in any relevant jurisdiction any financing statements, financing change statements and other documents and to take such other action (including fixture filings, but only relating to fixtures located on real properties on which a mortgage is on record in favor of the Non-US Collateral Agent) with respect to the Collateral or any part thereof and amendments thereto that contain the information required by PPSA of each applicable jurisdiction for the filing of any financing statement or amendment, including (a) whether such Grantor is an organization, the type of organization and any

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organizational identification number issued to such Grantor and (b) in the case of a financing statement filed as a fixture filing, a sufficient description of the real property to which such Collateral relates. Each Grantor agrees to provide such information to the Non-US Collateral Agent promptly upon its reasonable request. Without limiting the foregoing, each Grantor hereby irrevocably authorizes the Non-US Collateral Agent (without imposing any obligation on the Non-US Collateral Agent) at any time and from time to time to file in any relevant jurisdiction any financing statements covering "all assets" of such Grantor.

The Non-US Collateral Agent is further authorized to file, after prior consultation with the applicable Grantor and at the reasonable cost or expense of such Grantor or any other Subsidiary designated by such Grantor, with the Canadian Intellectual Property Office (or any successor office or any similar office in any other country) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Non-US Collateral Agent as secured party; provided, that, if any Grantor is required notwithstanding this paragraph to execute any documents under applicable law, such Grantor shall have no other obligations with respect to such filings under this paragraph other than the execution of any documents necessary and the reimbursement of reasonable expenses as provided herein.

SECTION 2.02. Exception Respecting Trade-marks.

Notwithstanding anything in Section 2.01 to the contrary, any Grantors' grant of security in Trade-marks (as defined in the *Trade-marks Act* (Canada)) under this Agreement shall be limited to a grant by such Grantor of a security interest in all of the Grantors' right, title and interest in such Trade-marks.

SECTION 2.03. Attachment of Security Interest.

The Grantors and the Secured Parties hereby acknowledge that (a) value has been given; (b) each Grantor has rights in the Collateral in which it has granted a security interest; (c) this Agreement constitutes a security agreement as that term is defined in the PPSA; and (d) the security interest attaches upon the execution of this Agreement (or in the case of any after-acquired property, at the time of acquisition thereof).

SECTION 2.04. Liability for Deficiency.

If any Collateral is realized upon and such Collateral or the proceeds of such Collateral is not sufficient to satisfy all the Secured Obligations, the Grantors acknowledge and agree that, subject to the provisions of the PPSA, the Grantors shall continue to be liable for any Secured Obligations remaining outstanding and the Non-US Collateral Agent shall be entitled to pursue full payment thereof.

SECTION 2.05. Security Interest Only.

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The Security Interest is granted as security only and shall not subject the Non-US Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

ARTICLE III

Representations and Warranties

The Grantors jointly and severally represent and warrant to the Non-US Collateral Agent and the Secured Parties that:

SECTION 3.01. Perfected First-Priority Security Interest.

The Security Interest constitutes (a) subject to the filings described in Section 3.02, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in Canada (or any province thereof) pursuant to the PPSA, (b) subject to the delivery of the Pledged Securities pursuant to and to the extent required by Sections 4.01, 4.02, 4.03 and 4.04, a perfected security interest in all such Pledged Securities in which a security interest may be perfected by Control and (c) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement or a standard short form intellectual property security agreement (if requested) with the Canadian Intellectual Property Office. The Security Interest is and shall be prior to any other Lien on any of the Collateral (other than Inventory), other than Permitted Liens. The Security Interest is effective to vest in the Non-US Collateral Agent, for the benefit of the Secured Parties, the rights of the Non-US Collateral Agent in the Pledged Collateral as set forth herein.

SECTION 3.02. Perfection Certificate.

The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein, including the exact legal name of each Grantor, is correct and complete in all material respects as of the date hereof. The Security Interest granted hereunder in favor of the Non-US Collateral Agent (for the benefit of the Secured Parties) is legal and valid under the laws of the province of Ontario and the laws of each relevant jurisdiction in which Collateral is located. The filing of PPSA financing statements in the governmental or other offices specified in Section 5 of the Perfection Certificate (or, after the date hereof, specified by notice from Parent to the US Collateral Agent, Non-US Collateral Agent or the Administrative Agent pursuant to Section 5.1(j), 5.1(k) or 5.8 of the Credit Agreement) are all the filings, recordings and registrations that are necessary to publish notice of and protect the validity of and to establish a perfected security interest in favor of the Non-US Collateral Agent (for the benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration under any applicable PPSA of any province in Canada, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of financing change statements. If requested, each Grantor shall ensure that a fully executed standard short-form intellectual

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property security agreement containing a description of all Collateral existing on the date hereof consisting of Recordable Intellectual Property shall have been received by the Non-US Collateral Agent in order that it may be recorded after the execution of this Agreement with respect to Canadian Patents, Canadian Trade-marks and Canadian Copyrights.

SECTION 3.03. Pledged Collateral.

(a) As of the date hereof, or, with respect to any Additional Grantor, such other date such Grantor becomes a party hereto, Schedule II sets forth a complete and accurate list of all Pledged Collateral owned by such Grantor. As of the date hereof, such Grantor is the direct, sole beneficial owner and sole holder of record of the Pledged Collateral listed in Schedule II as being owned by it, free and clear of any Liens, except for Permitted Liens. Such Grantor further represents and warrants that (i) all Pledged Collateral constituting an Equity Interest has been (to the extent such concepts are relevant with respect to such Pledged Collateral) duly authorized, validly issued, are fully paid and non-assessable; (ii) all Pledged Collateral credited to a Securities Account maintained with a Securities Intermediary of such Grantor is subject to an Investment Property Control Agreement between the Securities Intermediary and the Non-US Collateral Agent as the result of which the Non-US Collateral Agent has Control over such Pledged Collateral; (iii) as of the date hereof and to the knowledge of such Grantor, all Pledged Collateral which represents Indebtedness owed to such Grantor has been duly authorized, authenticated or issued and delivered by the issuer of such Indebtedness, is the legal, valid and binding obligation of such issuer and such issuer is not in default thereunder; and (iv) none of the Pledged Collateral that is an interest in a partnership or a limited liability company and is subject to the STA: (A) is dealt in or traded on any securities exchange or in any securities market; (B) expressly provides by its terms that it is a "security" for the purposes of the STA or any other similar provincial legislation; or (C) is held in a Securities Account.

(b) Such Grantor has not consented to any Person other than the Non-US Collateral Agent entering into, nor has become a party to, an Investment Property Control Agreement in respect of any Investment Property or Securities Account included in the Collateral, and no such Investment Property Control Agreement is outstanding and in force.

(c) In addition, (i) to such Grantor's knowledge without any independent obligation to verify same and the relevant issuer's knowledge, if such issuer is a Subsidiary of the US Borrower, none of the Pledged Collateral owned by it has been issued or transferred in violation of the securities registration, securities disclosure or similar laws of any jurisdiction to which such issuance or transfer may be subject, (ii) to such Grantor's knowledge without any independent obligation to verify same and the relevant issuer's knowledge, if such issuer is a Subsidiary of the US Borrower, there are existing no options, warrants, calls or commitments of any character whatsoever relating to such Pledged Stock or which obligate the issuer of any Equity Interest included in the Pledged Collateral to issue additional Equity Interests, and (iii) no consent, approval, authorization, or other action by, and no giving of notice to or filing with, any Governmental Authority or any other Person is required for the pledge by such Grantor of

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such Pledged Collateral pursuant to this Agreement, or for the exercise by the Non-US Collateral Agent of the voting or other rights with respect to such Pledged Collateral provided for in this Agreement or for the remedies in respect of the Pledged Collateral pursuant to this Agreement, except as may be required in connection with such disposition by laws affecting the offering and sale of securities generally or as may be required with respect to the pledge of Equity Interests of issuers organized under the laws of a jurisdiction outside Canada or the United States.

(d) As of the date hereof, or, with respect to any Additional Grantor, such other date such Grantor becomes a party hereto, except as set forth in Schedule II, such Grantor owns 100% of the issued and outstanding Equity Interests of each issuer of Pledged Stock owned by it and none of the Pledged Collateral which represents Indebtedness owed to such Grantor (except for Indebtedness owed by any other Grantor or its Subsidiaries where subordination is required pursuant to the terms of the Credit Agreement) is subordinated in right of payment to other Indebtedness or subject to the terms of an indenture.

ARTICLE IV

Covenants

Each Grantor covenants and agrees with the Non-US Collateral Agent and each other Secured Party that, from and after the date of this Agreement until all Commitments shall have been terminated or expired, all Obligations shall have been paid in full and all Letters of Credit shall have been canceled or expired:

SECTION 4.01. Delivery of Instruments, Certificated Securities, Chattel Paper and Documents of Title.

Such Grantor will (a) deliver to the Non-US Collateral Agent promptly upon execution of this Agreement originals of any Chattel Paper, security certificates evidencing Certificated Securities and Instruments constituting Collateral owned by it and Certificated Securities constituting Pledged Collateral owned by it (in each case, if any then exist) (i) issued by a Subsidiary or (ii) issued by any other single issuer thereof which have an aggregate market value greater than US\$1,000,000, (b) hold in trust for the Non-US Collateral Agent upon receipt and promptly thereafter deliver to the Non-US Collateral Agent any such Chattel Paper, Securities, security certificates evidencing Certificated Securities and Instruments constituting Collateral (subject, in the case of Chattel Paper and Instruments, to the threshold specified in clause (a)), (c) upon the Non-US Collateral Agent's request, deliver to the Non-US Collateral Agent (and thereafter hold in trust for the Non-US Collateral Agent upon receipt and promptly deliver to the Non-US Collateral Agent) any Document of Title evidencing or constituting Collateral to the extent the aggregate value exceeds US\$1,000,000.

SECTION 4.02. Pledged Collateral: Certificated Securities.

For greater certainty, any security certificates evidencing Certificated Securities delivered to the Non-US Collateral Agent pursuant to Section 4.01 shall be

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duly endorsed to the Non-US Collateral Agent or its nominee or in blank by an effective endorsement or accompanied by a duly executed instrument of transfer in favour of the Non-US Collateral Agent or its nominee or in blank.

SECTION 4.03. Pledged Collateral: Uncertificated Securities and Security Entitlements.

Collateral: (a) In respect of any Uncertificated Securities included in the Pledged

(i) on request by the Non-US Collateral Agent, each Grantor shall cause and hereby authorizes and constitutes the Non-US Collateral Agent as its attorney-in-fact from time to time to cause the appropriate issuers of such Uncertificated Securities either to register the Non-US Collateral Agent or its nominee as the registered owner of such Uncertificated Securities or mark their books and records with the numbers and face amounts of all such Uncertificated Securities and all rollovers and replacements thereof to reflect the Lien of the Non-US Collateral Agent granted pursuant to this Agreement; and

(ii) each Grantor shall on request by the Non-US Collateral Agent consent to the Non-US Collateral Agent entering into an Investment Property Control Agreement with the issuer of any such Uncertificated Securities such that the Non-US Collateral Agent shall have Control thereof.

(b) In respect of any Security Entitlements or Securities Accounts included in the Pledged Collateral,

(i) upon the delivery of a Default Notice that has not been rescinded or revoked, each Grantor shall upon request by the Non-US Collateral Agent and direct the Securities Intermediary in respect of such Security Entitlements to transfer the Financial Assets to which such Security Entitlements relate to a Securities Account designated by the Non-US Collateral Agent such that the Non-US Collateral Agent shall become the Entitlement Holder in respect of such Financial Asset; and

(ii) each Grantor shall on request by the Non-US Collateral Agent and consent to the Non-US Collateral Agent entering into an Investment Property Control Agreement, reasonably satisfactory to the Collateral Agent, with the Securities Intermediary in respect of any such Security Entitlements and Uncertificated Securities such that the Non-US Collateral Agent shall have Control thereof.

SECTION 4.04. Pledged Collateral: General.

(a) Registration of Pledged Collateral.

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After delivery of a Default Notice that has not been rescinded or revoked, such Grantor will permit any Pledged Collateral in registered form to be registered in the name of the Non-US Collateral Agent or its nominee at any time at the option of the Non-US Collateral Agent.

(b) Investment Property Control Agreements.

Such Grantor shall not consent to:

- (i) the entering into by any issuer of any Uncertificated Securities included in or relating to the Pledged Collateral of an Investment Property Control Agreement in respect of such Uncertificated Securities with any Person other than the Non-US Collateral Agent or its nominee; or
- (ii) the entering into by any Securities Intermediary for any Security Entitlements included in or relating to the Pledged Collateral of an Investment Property Control Agreement in respect of such Security Entitlements with any Person other than the Non-US Collateral Agent or its nominee.

(c) Other Securities.

If the representation and warranty set out in Section 3.03(a)(iv) is not or ceases to be true in respect of any Pledged Collateral that is an interest in a partnership or a limited liability company, such Pledged Collateral shall thereupon be subject to the provisions of Sections 4.01, 4.02, 4.03, 4.04(b) and 4.04(c) to the extent applicable thereto.

SECTION 4.05. Change in Name, Location, etc.

Each Grantor agrees promptly (which in no event shall imply a time period that is less than 30 days) to notify the Non-US Collateral Agent in writing of any change, if applicable, (a) in its corporate name, (b) in its identity or type of organization or corporate structure, (c) in its jurisdiction of organization, (d) in its organization identification number, if any, (e) in its chief executive office, principal place of business, mailing address, corporate offices, the location of its records concerning the Collateral or the locations where the Collateral is located, or (f) to any agreement governing any Securities Account included in or relating to any Pledged Collateral (each, a "Securities Account Agreement") to the extent that such change would result in a change in the applicable Securities Intermediary's Jurisdiction from the jurisdiction, specified therein or otherwise, notified to the Non-US Collateral Agent. In each case, pursuant to the following sentence, each Grantor further agrees to notify the Non-US Collateral Agent upon entering into any Securities Account Agreement with a Securities Intermediary, and such notice shall be accompanied by a copy of such Securities Account Agreement or shall contain a representation and warranty as to the Securities Intermediary's Jurisdiction as specified in or determined by reference to such Securities Account Agreement. Each Grantor agrees to promptly provide the Non-US Collateral Agent with

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organizational documents reflecting any of the changes described in the first sentence of this paragraph. Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made or will be made under the PPSA, filings in the Canadian Intellectual Property Office with respect to Recordable Intellectual Property and take such other actions, that are required in order for the Non-US Collateral Agent to continue at all times following such change to have a perfected first priority security interest in all the Collateral in which a security interest may be perfected by a filing under the PPSA or with the Canadian Intellectual Property Office.

SECTION 4.06. Maintenance of Records.

Each Grantor agrees to maintain, at its own cost and expense, such substantially complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices.

SECTION 4.07. Defense of Title; Defense of Security Interest.

Subject to Section 4.10 and 4.15 and the provisions of the Credit Agreement, each Grantor shall, at its own expense, take any and all actions necessary to defend title to the Collateral against all Persons and to defend the Security Interest of the Non-US Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to the Credit Agreement. This covenant shall not prohibit any Grantor from abandoning or dedicating to the public any Intellectual Property constituting Collateral to the extent such abandonment is consistent with good business judgment and to the extent not restricted by the Credit Agreement.

SECTION 4.08. Further Assurances.

If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument (other than a check), such note or instrument shall be delivered to the Non-US Collateral Agent as soon as practicable, duly endorsed in a manner satisfactory to the Non-US Collateral Agent to the extent required by Section 4.02 hereof; provided, that, any instrument (other than a check) not otherwise constituting a Pledged Security shall not be required to be so delivered if in a principal amount of less than US\$1,000,000.

SECTION 4.09. Inspection of Collateral.

The Non-US Collateral Agent and such agents as the Non-US Collateral Agent may reasonably designate shall have the right, on reasonable occasions at the Grantors' own reasonable cost and expense, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located. The Non-US Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party, it being understood that all such information shall be non-public information subject to the confidentiality provisions set forth in Section 10.17 of the Credit Agreement.

SECTION 4.10. Maintenance of Collateral.

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At its option, the Non-US Collateral Agent may discharge past due Taxes, assessments, charges, fees or Liens (other than Permitted Liens) at any time levied or placed on the Collateral and not permitted pursuant to the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Non-US Collateral Agent on written demand for any reasonable payment made or any reasonable expense incurred by the Non-US Collateral Agent pursuant to the foregoing authorization; provided, however, that nothing in this paragraph shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Non-US Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to Taxes, assessments, charges, fees, Liens and maintenance as set forth herein or in the other Credit Documents. Notwithstanding the foregoing, nothing in this Agreement shall prevent any Grantor from granting a license or sublicense to Intellectual Property that is owned or held under license by it in the ordinary course of its business.

SECTION 4.11. Accounts.

None of the Grantors will, without the Non-US Collateral Agent's prior written consent, grant any extension of the time of payment of any Accounts included in the Collateral, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any Person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises, compoundings, releases, allowances or settlements granted or made in the ordinary course of business or consistent with prudent business practices.

SECTION 4.12. Chattel Paper.

Each Grantor shall maintain records of its Chattel Paper and its books, records and documents evidencing or pertaining thereto consistent with ordinary business practices.

SECTION 4.13. Other Financing Statements.

None of the Grantors will authorize the filing of any financing statement or financing change statement naming it as debtor covering all or any portion of the Collateral owned by it, except in respect of Permitted Liens or otherwise permitted under the Credit Agreement. Each Grantor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement filed pursuant to this Agreement without the prior written consent of the Non-US Collateral Agent.

SECTION 4.14. Other Actions.

In order to further ensure the attachment, perfection and priority of, and the ability of the Non-US Collateral Agent to enforce, the Security Interest (subject to the terms of the Credit Documents), each Grantor agrees, in each case at such Grantor's own expense, to take the following actions with respect to the following Collateral:

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(a) Letter-of-Credit Rights.

If any Grantor is at any time a beneficiary under a letter of credit now or hereafter issued in favor of such Grantor in an amount in excess of US\$5,000,000 and that is not a letter of credit that supports the payment or performance of one or more items included in the Collateral, such Grantor shall as soon as reasonably practicable notify the Non-US Collateral Agent thereof and, at the request and option of the Non-US Collateral Agent, such Grantor shall use reasonable efforts, pursuant to an agreement in form and substance reasonably satisfactory to the Non-US Collateral Agent, either (i) arrange for the issuer and any confirmer of such letter of credit to consent to an assignment to the Non-US Collateral Agent of the proceeds of any drawing under the letter of credit or (ii) arrange for the Non-US Collateral Agent to become the transferee beneficiary of the letter of credit, with the Non-US Collateral Agent agreeing, in each case, that the proceeds of any drawing under the letter of credit are to be paid to the applicable Grantor unless a Default Notice has been delivered and has not been rescinded or revoked.

SECTION 4.15. Covenants Regarding Patent, Trade-mark and Copyright Collateral.

(a) Upon the reasonable written request of the Non-US Collateral Agent, which shall not be made more frequently than twice a year, each Grantor shall notify the Non-US Collateral Agent of any newly acquired Recordable Intellectual Property material to the conduct of the business of all Grantors taken as a whole.

(b) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the Canadian Intellectual Property Office, to the extent consistent with good business judgment, to maintain and pursue each material application relating to Recordable Intellectual Property (and to obtain the relevant grant or registration).

ARTICLE V

Remedies

SECTION 5.01. Pledged Collateral.

(a) Unless a Default Notice has been delivered and has not been rescinded or revoked and the Non-US Collateral Agent shall have notified the Grantors that their rights under this Section are being suspended:

(i) Each Grantor shall be entitled at all times to exercise any and all voting, ratification, waiver and/or other consensual or other similar rights and powers inuring to an owner of any Pledged Securities and Pledged Collateral or any part thereof for any purpose consistent with the terms of this Agreement, the Credit Agreement and the other Credit Documents; provided however, that no vote or other right shall be exercised or action taken which would have the effect of materially impairing the rights of the

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Non-US Collateral Agent in respect of such Pledged Collateral unless otherwise permitted under the Credit Agreement.

(ii) The Non-US Collateral Agent shall as soon as reasonably practicable execute and deliver to each Grantor or any party specified by such Grantor, or cause to be executed and delivered to such Grantor, all such proxies, powers of attorney and other instruments as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting and/or consensual or other rights and powers it is entitled to exercise pursuant to subparagraph (i) above.

(iii) Each Grantor shall be entitled to receive and retain any and all dividends, interest, principal and other distributions paid on or distributed in respect of the Pledged Securities and Pledged Collateral to the extent and only to the extent that such dividends, interest, principal and other distributions are not restricted by, and are otherwise paid or distributed in accordance with, the terms and conditions of the Credit Agreement, the other Credit Documents and applicable laws; provided that any noncash dividends, interest, principal or other distributions that would constitute Pledged Stock or Pledged Debt Securities, whether resulting from a subdivision, combination or reclassification of the outstanding Equity Interests of the issuer of any Pledged Securities or received in exchange for Pledged Securities or any part thereof, or in redemption thereof, or as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, shall be delivered pursuant to and to the extent required to be delivered as Pledged Securities pursuant to Sections 4.01 and 4.02.

(b) Upon delivery of a Default Notice that has not been rescinded or revoked, after the Non-US Collateral Agent shall have notified the Grantors of the suspension of their rights under paragraph (a)(iii) of this Section 5.01, all rights of any Grantor to dividends, interest, principal or other distributions constituting Proceeds that such Grantor is authorized to receive pursuant to paragraph (a)(iii) of this Section 5.01 shall cease, and all such rights shall thereupon become vested in the Non-US Collateral Agent, which shall have, subject to the provisions of this paragraph (b) and the Credit Documents, the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions constituting Proceeds. All dividends, interest, principal or other distributions received by any Grantor contrary to the provisions of this Section 5.01 shall be held in trust for the benefit of the Non-US Collateral Agent, shall be segregated from other property or funds of such Grantor and shall be forthwith delivered to the Non-US Collateral Agent upon demand in the same form as so received (with any necessary endorsement). Any and all money and other property paid over to or received by the Non-US Collateral Agent pursuant to the provisions of this paragraph (b) shall be retained by the Non-US Collateral Agent in an account to be established by the Non-US Collateral Agent upon receipt of such money or other property and shall be applied in accordance with the provisions of Section 5.03. After all Events of Default have been cured or waived and the applicable Grantor or Grantors have delivered to the Non-US Collateral Agent certificates to that effect, the

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Non-US Collateral Agent shall repay to each Grantor (without interest) all dividends, interest, principal or other distributions that such Grantor would otherwise be permitted to retain pursuant to the terms of paragraph (a)(iii) of this Section 5.01 and that remain in such account.

(c) Upon the delivery of a Default Notice that has not been rescinded or revoked, after the Non-US Collateral Agent shall have notified the Grantors of the suspension of their rights under paragraph (a)(i) of this Section 5.01, then all rights of any Grantor to exercise the voting, consensual and other rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section 5.01, and the obligations of the Non-US Collateral Agent under paragraph (a)(ii) of this Section 5.01, shall cease, and all such rights shall thereupon become vested in the Non-US Collateral Agent, which shall have the sole and exclusive right and authority to exercise such voting, consensual and other rights and powers, including, without limitation, exchange, subscription or any other rights, privileges, or options pertaining to any Equity Interest or Investment Property constituting Pledged Collateral as if it were the absolute owner thereof; provided that, unless otherwise directed by the Requisite Lenders, the Non-US Collateral Agent shall have the right from time to time, notwithstanding the delivery of a Default Notice that has not been rescinded or revoked, to permit the Grantors to exercise such rights.

(d) Each Grantor that is a direct holder of any Investment Property pledged by such Grantor hereunder (each, a "Direct Grantor") hereby agrees to authorize and instruct each issuer of such Investment Property, to, and each Grantor (each, an "Issuing Grantor") that is an issuer of Investment Property pledged by another Grantor agrees and consents to, after delivery of a Default Notice that has not been rescinded or revoked (i) comply with any instruction received by it from the Non-US Collateral Agent in writing (and each Direct Grantor hereby agrees to so authorize and instruct any other such issuer from time to time and each Issuing Grantor from time to time hereby agrees to comply with any such instruction) that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor originating any such instruction agrees that each issuer complying with such instruction shall have no liability to the Grantor by reason of such compliance, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Investment Property directly to the Non-US Collateral Agent.

(e) Any notice given by the Non-US Collateral Agent to the Grantors suspending their rights under paragraph (a) of this Section 5.01 (i) may be given by telefax (but shall not be effective unless a confirmed receipt of transmission from the receiving machine is received and in any case must be) promptly confirmed in writing, (ii) may be given to one or more of the Grantors at the same or different times and (iii) may suspend the rights of the Grantors under paragraph (a)(i) or paragraph (a)(iii) of this Section 5.01 in part without suspending all such rights (as specified by the Non-US Collateral Agent in its sole and absolute discretion) and without waiving or otherwise affecting the Non-US Collateral Agent's rights to give additional notices from time to time suspending other rights so long as a Default Notice has been delivered and has not been revoked or rescinded.

SECTION 5.02. Remedies upon Default.

(a) Upon the delivery of a Default Notice that has not been rescinded or revoked, each Grantor agrees to deliver each item of Collateral to the Non-US Collateral Agent on demand, and it is agreed that the Non-US Collateral Agent shall have the right to take any of or all the following actions at the same or different times and only to the extent permitted by applicable law: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all of such Collateral by the applicable Grantors to the Non-US Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Non-US Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained and other than to the extent that such action would result in abandonment, invalidation or dedication to the public of the applicable Intellectual Property), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the PPSA or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Non-US Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral at a public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Non-US Collateral Agent shall deem appropriate. The Non-US Collateral Agent shall be authorized at any such sale of securities (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to Persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Non-US Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any sale of the Collateral 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 law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

(b) The Non-US Collateral Agent shall give the applicable Grantors 10 days' (or such other period as may be required under applicable law) written notice (which each Grantor agrees is commercially reasonable notice for purposes of Section 63 of the PPSA or its equivalent in other jurisdictions) of the Non-US Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Non-US Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion

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thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Non-US Collateral Agent may (in its sole and absolute discretion) determine other than to the extent that such action would result in abandonment, invalidation or dedication to the public of the applicable Intellectual Property. The Non-US Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Non-US Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Non-US Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Non-US Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Agreement, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may (with the consent of the Non-US Collateral Agent) make payment on account thereof by using any Secured Obligation then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; and the Non-US Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Non-US Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Secured Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Non-US Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 5.02 shall be deemed to conform to the commercially reasonable standards to the extent provided in Section 63(2) of the PPSA or its equivalent in other jurisdictions.

SECTION 5.03. Application of Proceeds.

If a Default Notice has been delivered and has not been rescinded or revoked, the Non-US Collateral Agent shall apply the proceeds of any collection or sale of Collateral, including any Collateral consisting of cash in accordance with the European Intercreditor Agreement.

The Non-US Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement, the Credit Agreement, and the other Credit Documents.

SECTION 5.04. Grant of License to Use Intellectual Property.

For the purpose of enabling the Non-US Collateral Agent to exercise rights and remedies under this Agreement at such time as the Non-US Collateral Agent shall be lawfully entitled under this Agreement to exercise such rights and remedies, each Grantor hereby grants to the Non-US Collateral Agent an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sublicense any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof; provided that the Non-US Collateral Agent shall notify the relevant Grantor(s) of any license or sublicense granted by it pursuant to this Section and that such license and sublicense shall not conflict with any existing license or applicable law and provided that any such license or sublicense shall include customary terms relating to protection of the applicable Intellectual Property being licensed (e.g., quality control provisions for a trade-mark license, confidentiality provisions for a trade secret license, etc.). The use of such license by the Non-US Collateral Agent may be exercised, at the option of the Non-US Collateral Agent, solely upon the delivery of a Default Notice that has not been rescinded or revoked; provided that any license, sublicense or other transaction entered into by the Non-US Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent revocation of a Default Notice.

SECTION 5.05. Securities Act, etc.

Each Grantor recognizes that the Non-US Collateral Agent may be unable to effect a public sale of any or all of the Pledged Securities by reason of certain prohibitions contained in the *Securities Act* (Ontario) (the "Securities Act") and other applicable securities laws, but may be compelled to resort to one or more private sales thereof to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favourable to the seller than if such sale were a public sale and notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Non-US Collateral Agent shall not be under any obligation to delay a sale of any of the Pledged Securities for the period of time necessary to permit the issuer of such securities to register such securities for public sale under the *Securities Act*, or under other applicable securities laws, even if the issuer would agree to do so.

SECTION 5.06. Appointment of Receiver.

If a Default Notice has been delivered and has not been rescinded or revoked, the Non-US Collateral Agent may appoint or reappoint by instrument in writing, any Person or Persons, whether an officer or officers or an employee or employees of such Grantor or not, to be an interim receiver, receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of the

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Collateral of such Grantor (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in its stead. Any such Receiver shall, to the extent permitted by applicable law, so far as concerns responsibility for its acts, be deemed the agent of such Grantor and not of the Non-US Collateral Agent, and the Non-US Collateral Agent shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver or its servants, agents or employees. Subject to the provisions of the instrument appointing a Receiver, any such Receiver shall (i) have such powers as have been granted to the Collateral Agent under this Article V, and (ii) shall be entitled to exercise such powers at any time that such powers would otherwise be exercisable by the Non-US Collateral Agent under this Article V, which powers shall include the power to take possession of the Collateral, to preserve the Collateral or its value, to carry on or concur in carrying on all or any part of the business of such Grantor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including such Grantor, enter upon, use and occupy all premises owned or occupied by such Grantor wherein the Collateral may be situated, maintain the Collateral upon such premises, borrow money on a secured or unsecured basis and use the Collateral directly in carrying on such Grantor's business or as security for loans or advances to enable the Receiver to carry on such Grantor's business or otherwise, as such Receiver shall, in its reasonable discretion, determine. Except as may be otherwise directed by the Non-US Collateral Agent, all money received from time to time by such Receiver in carrying out its appointment shall be received in trust for and be paid over to the Non-US Collateral Agent, and any surplus shall be applied in accordance with Requirements of Law. Every such Receiver may, in the discretion of the Non-US Collateral Agent, be vested with all or any of the rights and powers of the Non-US Collateral Agent.

ARTICLE VI

Miscellaneous

SECTION 6.01. Notices.

All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 10.1 of the Credit Agreement. Any delivery of items constituting Collateral by a Grantor to the Non-US Collateral Agent required under this Agreement shall be preceded by contacting the Non-US Collateral Agent as soon as is reasonably practicable at its office in London, at River Court, 120 Fleet Street, London EC4A 2QQ, United Kingdom, Attention: Sarah Kemmis/Laura Carter, fax +44-(0)207-552-7070, and thereafter effected at its office as directed by the Non-US Collateral Agent in London.

SECTION 6.02. Security Interest Absolute.

All rights of the Non-US Collateral Agent hereunder, the Security Interest, the grant of a security interest in the Pledged Collateral and all obligations of each Grantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Credit Document, any

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agreement with respect to any of the Secured Obligations or any other agreement or instrument relating to any of the foregoing, (b) 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 Credit Agreement, any other Credit Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Secured Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Secured Obligations or this Agreement.

SECTION 6.03. Survival of Agreement.

All covenants, agreements, representations and warranties made by the Grantors in this Agreement and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the execution and delivery of this Agreement and the making of any Credit Extensions, regardless of any investigation made by any Secured Party or on its behalf and notwithstanding that the Non-US Collateral Agent, any Lender or any Issuing Bank may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement, and shall continue in full force and effect as long as any Commitments shall be in effect, any Letters of Credit shall be outstanding and the principal of or any accrued interest on any Loan or any fee or any other amount payable under any Bank Credit Document is outstanding and unpaid.

SECTION 6.04. Binding Effect; Several Agreement.

This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Non-US Collateral Agent and a counterpart hereof shall have been executed on behalf of the Non-US Collateral Agent, and thereafter shall be binding upon such Grantor and the Non-US Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Grantor, the Non-US Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 6.05. Successors and Assigns.

Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Non-

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US Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 6.06. Non-US Collateral Agent's Fees and Expenses; Indemnification.

(a) The parties hereto agree that the Non-US Collateral Agent shall be entitled to reimbursement of its expenses incurred hereunder as provided in Section 10.2 of the Credit Agreement.

(b) Without limitation of its indemnification obligations under the other Credit Documents, each Grantor jointly and severally agrees to indemnify the Non-US Collateral Agent and its directors, officers, employees, agents and advisors (each, an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related reasonable and documented expenses, including any reasonable and documented fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of, the execution, delivery or performance of this Agreement or any material claim, litigation, investigation or proceeding relating hereto, or to the Collateral, whether or not any Indemnitee is a party hereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final judgment (which judgment, if appealed, has been affirmed) to have resulted from the gross negligence or wilful misconduct of such Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional Secured Obligations secured hereby. The provisions of this Section 6.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Credit Document, the consummation of the transactions contemplated hereby, the repayment of any of the Secured Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Credit Document, or any investigation made by or on behalf of the Non-US Collateral Agent or any other Secured Party. All amounts due under this Section 6.06 shall be payable on written demand therefor.

SECTION 6.07. Non-US Collateral Agent Appointed Attorney-in-Fact.

Each Grantor hereby appoints the Non-US Collateral Agent the attorney-in-fact of such Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Non-US Collateral Agent may reasonably deem necessary or advisable to accomplish the purposes hereof after the delivery of a Default Notice which has not been rescinded or revoked, which appointment is irrevocable (until the Security Interest granted by such Grantor shall have been released pursuant to paragraph (a) or (b) of Section 6.15 hereof) and coupled with an interest. Without limiting the generality of the foregoing, the Non-US Collateral Agent shall have the right, upon the delivery of a Default Notice that has not been rescinded or revoked, with full power of substitution either in the Non-US Collateral Agent's name or in the name of such Grantor (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating

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to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to ask for, demand, sue for, collect, receive and give acquittance for any and all moneys due or to become due under and by virtue of any Pledged Collateral; (d) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (e) to send verifications of accounts receivable to any Account Debtor; (f) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (g) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (h) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Non-US Collateral Agent; and (i) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things reasonably necessary to carry out the purposes of this Agreement, as fully and completely as though the Non-US Collateral Agent were the absolute owner of the Collateral for all purposes; provided, that nothing herein contained shall be construed as requiring or obligating the Non-US Collateral Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Non-US Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Non-US Collateral Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and none of the Non-US Collateral Agent or any other Secured Party, or any of their respective officers, directors, employees, advisors or agents, shall be responsible to any Grantor for any act or failure to act hereunder, except to the extent such Person shall have been determined in a final judgment of a court of competent jurisdiction (which judgment, if appealed, has been affirmed) to have been grossly negligent or to have committed misconduct.

SECTION 6.08. APPLICABLE LAW.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE IN THE PROVINCE OF ONTARIO.

SECTION 6.09. Waivers; Amendment.

(a) No failure or delay by the Non-US Collateral Agent or any other Secured Party in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Non-US Collateral Agent and the other Secured Parties hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in

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the specific instance and for the purpose for which such waiver or consent is given. Without limiting the generality of the foregoing, the making of any Credit Extension shall not be construed as a waiver of any Default, regardless of whether the Non-US Collateral Agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default at the time. No notice or demand on any Grantor in any case shall entitle any Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Non-US Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 10.5 of the Credit Agreement.

SECTION 6.10. WAIVER OF JURY TRIAL.

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 6.11. Severability.

Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 6.12. Counterparts.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute a single contract (subject to Section 6.04 hereof), and shall become effective as provided in Section 6.04 hereof. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

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SECTION 6.13. Headings.

Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 6.14. Jurisdiction; Consent to Service of Process.

(a) Each of the Grantors hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any court of the Province of Ontario, in any action or proceeding arising out of or relating to this Agreement, any Credit Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Credit Document shall affect any right that the Non-US Collateral Agent or any other Secured Party may otherwise have to bring any action or proceeding relating to this Agreement or any other Credit Document against any Grantor or its properties in the courts of any jurisdiction.

(b) Each of the Grantors hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Credit Document in any court referred to in paragraph (a) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 6.01. Nothing in this Agreement or any other Credit Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 6.15. Termination or Release.

(a) Subject to Section 10.23 of the Credit Agreement, this Agreement, the Security Interest and all other security interests granted hereby shall terminate when all the Obligations have been indefeasibly paid in full, the Lenders have no further commitment to lend, the Issuing Banks have no further obligation to issue any Letter of Credit and all Letters of Credit have been canceled or expired.

(b) Subject to Section 10.23 of the Credit Agreement, a Grantor shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Grantor shall be automatically released upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Grantor ceases to be a Subsidiary; provided that the required consent of the Lenders shall have been

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received for such transaction (but only to the extent required by the Credit Agreement) and the terms of such consent do not provide otherwise.

(c) Upon any sale, conversion, exchange, disposal or other transfer by any Grantor of any Collateral that is permitted under the Credit Agreement to any Person that is not a Grantor or an Affiliate of a Grantor, or as otherwise provided in the Credit Agreement, or upon the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to the Credit Agreement, the security interest in any such Collateral shall be automatically released.

(d) In connection with any termination or release pursuant to paragraph (a), (b) or (c) of this Section 6.15, the Non-US Collateral Agent shall as soon as reasonably practicable execute and deliver to any Grantor at such Grantor's reasonable expense, all documents and instruments, including any promissory notes and stock certificates, that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 6.15 shall be without recourse to or warranty by the Non-US Collateral Agent.

SECTION 6.16. Additional Grantors.

Each Canadian Subsidiary of the Company and of the Parent created or acquired after the date hereof shall be required (and each Grantor shall cause each of its Canadian Subsidiaries created or acquired after the date hereof) to become a party hereto as an additional Grantor (each such Person, an "Additional Grantor") by executing and delivering an instrument substantially in the form of Exhibit I hereto along with a Perfection Certificate necessary to reflect additional Collateral provided by the Additional Grantor substantially in the form of Exhibit II hereto. Upon delivery of such documents to the Non-US Collateral Agent, notice of which is hereby waived by the Grantors, each such Additional Grantor shall be deemed a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any other Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.


[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GATE GOURMET CANADA INC.

By:


Name: Sushu Samra
Title: Corporate Counsel Secretary

CANADIAN COLLATERAL AGREEMENT

PATENT
REEL: 025304 FRAME: 0868

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**GOLDMAN SACHS CREDIT
PARTNERS L.P.,**
as Non-US Collateral Agent

By:



Name: GAVIN RICH

Title: AUTHORIZED SIGNATORY

CANADIAN COLLATERAL AGREEMENT

PATENT
REEL: 025304 FRAME: 0869

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SCHEDULE I
to the Canadian Collateral Agreement

SUBSIDIARIES

None.

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SCHEDULE II
to the Canadian Collateral Agreement

PLEDGED STOCK

None.

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SCHEDULE II
to the Canadian Collateral Agreement

PLEDGED DEBT SECURITIES

None.

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SCHEDULE III
to the Canadian Collateral Agreement

INTELLECTUAL PROPERTY**A. REGISTERED COPYRIGHTS**Copyright Registrations

None.

Copyright Applications

None.

B. PATENTSPatent Registrations

PATENT	OWNER	COUNTRY	REGISTRATION NO.	DATE OF REGISTRATION
Method and Apparatus for Washing Wares for Food and Filling Wares with Food, and a Basket For Holding the Wares	Gate Gourmet Canada Inc.	Canada	CA 2,233,404	March 26, 1998
Method and Assembly for Washing Wares for Food and Filling Wares with Food, and a Basket For Holding the Wares	Gate Gourmet Canada Inc.	Canada	CA 2,385,973	May 10, 2002
Method and Apparatus for Washing Wares for Food and Fillings Wares	Gate Gourmet Canada Inc.	United States	US 6,223,502	May 1, 2001
Method and Assembly for Washing	Gate Gourmet Canada Inc.	United States	US 6,684,607	February 3, 2004

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SCHEDULE III
to the Canadian Collateral Agreement

Wares for Food and Fillings Wares with Food				
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Patent Applications

None.

C. TRADE-MARKSRegistrations

TRADE-MARK	OWNER	COUNTRY	REGISTRATION NO.	DATE OF REGISTRATION
SOLOSET	Gate Gourmet Canada Inc.	Canada	TMA 602700	2004-02-19
Solaset & Design	Gate Gourmet Canada Inc.	Canada	TMA 602643	2004-02-18
GATEGOURMET & DESIGN	Gate Gourmet Canada Inc. Licensed from Gate Gourmet Switzerland GmbH	Canada	TMA 593,463	2003-10-29
CARA AIRLINE SOLUTIONS SCRIPT DESIGN	Gate Gourmet Canada Inc. Licensed from Cara Operations Limited	Canada	TMA 776518	2010-09-08
CARAFLEX	Gate Gourmet Canada Inc. Licensed from Cara Operations Limited	Canada	TMA 482853	1997-09-23
CARA DESIGN	Gate Gourmet	Canada	TMA 630350	2005-01-17

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SCHEDULE III
to the Canadian Collateral Agreement

	Canada Inc. Licensed from Cara Operations Limited			
CARA	Gate Gourmet Canada Inc. Licensed from Cara Operations Limited	Canada	TMA 185194	1972-09-01

Applications

TRADE-MARK	OWNER	COUNTRY	APPLICATION NO.	APPLICATION FILING DATE
49 th STREET DELI	Gate Gourmet Canada Inc.	Canada	1328872	2006-12-19
BISTRO ON THE 9 th	Gate Gourmet Canada Inc.	Canada	1328862	2006-12-19
gategroup & Design	Gate Gourmet Canada Inc. Licensed from Gate Gourmet Switzerland GmbH	Canada	1399208	2008-06-11

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EXHIBIT I
to the Canadian Collateral Agreement

SUPPLEMENT NO. [●] (this "Supplement") dated as of [●], to the Canadian Collateral Agreement dated as of November 8, 2010, (as amended, supplemented or otherwise modified from time to time, the "Canadian Collateral Agreement"), among GATE GOURMET CANADA INC., a company organized under the laws of Canada ("Company"), the other Grantors listed on Schedule I thereto, or which has executed a Supplement thereto in this form and GOLDMAN SACHS CREDIT PARTNERS L.P., as Non-US Collateral Agent (in such capacity, the "Non-US Collateral Agent") for the Secured Parties.

A. Reference is made to the Credit and Guarantee Agreement dated as of May 31, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Company, the Subsidiary Borrowers party thereto from time to time, US Guarantors party thereto from time to time, the Lenders party thereto from time to time, Goldman Sachs Credit Partners L.P., as Administrative Agent, London Agent, US Collateral Agent, Non-US Collateral Agent, Joint Lead Arranger and Joint Bookrunner, and Deutsche Bank AG, London Branch, as Joint Lead Arranger, Joint Bookrunner and Syndication Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Canadian Collateral Agreement or the Credit Agreement, as applicable.

C. The Company and the other Grantors have entered into the Canadian Collateral Agreement in order to induce the Lenders and the Issuing Banks to make Credit Extensions. Section 6.16 of Canadian Collateral Agreement provides that additional Canadian Subsidiaries may, pursuant to the terms of the Credit Agreement, become Additional Grantors under the Canadian Collateral Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Canadian Subsidiary (the "New Grantor") is executing this Supplement in accordance with the requirements of the Credit Agreement to become an Additional Grantor under the Canadian Collateral Agreement in order to induce the Lenders and the Issuing Banks to make additional Credit Extensions and as consideration for the Credit Extensions previously made.

Accordingly, the Non-US Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 6.16 of the Canadian Collateral Agreement, the New Grantor by its signature below becomes an Additional Grantor (and accordingly, becomes a Grantor) under the Canadian Collateral Agreement, with the same force and effect as if originally named therein as a Grantor, and the New Grantor hereby (a) agrees to all the terms and provisions of the Canadian Collateral Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct in all material respects on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Secured

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Obligations, does hereby create and grant to the Non-US Collateral Agent and its successors and assigns, on behalf of and for the ratable benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Canadian Collateral Agreement) of the New Grantor, including the Collateral listed on Schedule I hereto. Each reference to a "Grantor" in the Canadian Collateral Agreement shall be deemed to include the New Grantor. The Canadian Collateral Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Non-US Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its valid and binding obligation, enforceable against it in accordance with its terms, except as limited by applicable bankruptcy, insolvency, fraudulent conveyance or other similar laws affecting creditors' rights generally and general principles of equity.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when (a) the Non-US Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Grantor and (b) the Non-US Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile or other electronic imaging transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that set forth under its signature hereto, is the true and correct legal name of the New Grantor, its jurisdiction of formation and its primary mailing address.

SECTION 5. Except as expressly supplemented hereby, the Canadian Collateral Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE IN THE PROVINCE OF ONTARIO.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Canadian Collateral Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

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SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Canadian Collateral Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature below.

[Remainder of page intentionally left blank]

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EXHIBIT I
to the Canadian Collateral Agreement

IN WITNESS WHEREOF, the New Grantor and the Non-US Collateral Agent have duly executed this Supplement to the Canadian Collateral Agreement as of the day and year first above written.

[Name of New Grantor],

by

Name:

Title:

Legal Name:

Jurisdiction of Formation:

Primary Mailing Address:

**GOLDMAN SACHS CREDIT
PARTNERS L.P., as Non-US
Collateral Agent,**

by

Name:

Title:

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SCHEDULE I
to Supplement No. [●]
to Canadian Collateral Agreement

Pledged Securities of the New Grantor

EQUITY INTERESTS

<u>Issuer</u>	<u>Number of Certificate</u>	<u>Registered Owner</u>	<u>Number and Class of Equity Interests</u>	<u>Percentage of Equity Interests</u>
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DEBT SECURITIES

<u>Issuer</u>	<u>Principal Amount</u>	<u>Date of Note</u>	<u>Maturity Date</u>
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INTELLECTUAL PROPERTY

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EXHIBIT II
to the Canadian Collateral Agreement

FORM OF PERFECTION CERTIFICATE

Reference is made to (a) the Credit and Guarantee Agreement dated as of May 31, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Gate Gourmet Borrower LLC, a Delaware limited liability company (the "Company"), the Subsidiary Borrowers party thereto, Gate Gourmet Holding S.C.A., a *société en commandite par actions* incorporated in Luxembourg and registered with the Register of Trade and Companies of Luxembourg under number B 86446 and having its registered office at 8-10 rue Mathias Hardt L-1717 Luxembourg, with a share capital of EUR 1,514,000 (the "Parent") and certain subsidiaries of Parent identified therein, as Guarantors, Goldman Sachs Credit Partners L.P., as US Collateral Agent, Non-US Collateral Agent, London Agent and Administrative Agent, Deutsche Bank AG, London Branch, as Syndication Agent, the banks and financial institutions party thereto and certain other parties thereto, and (b) the Canadian Collateral Agreement dated as of November 8, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Canadian Collateral Agreement"), among the Gate Gourmet Canada Inc., the other Grantors party thereto and Goldman Sachs Credit Partners L.P. (the "Non-US Collateral Agent"). Capitalized terms used but not defined herein have the meanings assigned to them in the Credit Agreement or the Canadian Collateral Agreement, as applicable.

Each of the undersigned, a financial officer of the Grantor on whose behalf the undersigned is executing this Perfection Certificate, hereby certifies to the Non-US Collateral Agent and each other Secured Party as follows with respect to the information contained herein relating to such Grantor.

1. Names. (a) The exact legal name of each Grantor, as such name appears in its respective articles/certificate of incorporation/formation, is as follows:

<u>Exact Legal Name of Each Grantor</u>	<u>Form of Organization</u>

- (b) Set forth below is each other legal name each Grantor has had in the past five years, together with the date of the relevant change:

<u>Grantor</u>	<u>Prior Name</u>	<u>Date of Change</u>

- (c) Except as set forth below, no Grantor has changed its identity or corporate structure in any way within the past five years. Changes in identity or corporate structure would include mergers, consolidations and acquisitions (including any acquisitions of any

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business, assets or property by a Grantor), as well as any change in the form, nature or jurisdiction of organization or formation. If any such change has occurred, include in Schedule 1 the information required by Sections 1, 2 and 3 of this certificate as to each acquirer, each vendor (the "Vendor") or constituent party to a merger or consolidation. In the case of Sections 2 and 3, include such information as to a Vendor only to the extent that such jurisdiction, location or office relates to any business, assets or property acquired by a Grantor.

[Note: Information with respect to Section 2 in respect of a Vendor is required only if such locations are different from the locations listed below in Section 2. If the locations are the same, please indicate "Same as Grantor".]

(d) The following is a list of all other names (including trade names or similar appellations) used by each Grantor or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties at any time during the past five years:

<u>Corporate Name of Grantor</u>	<u>List of All Other Names Used During Past Five Years</u>

(e) Set forth below is the organizational number of each Grantor that is a registered organization of each Grantor:

<u>Corporate Name</u>	<u>Type of Entity</u>	<u>Address of Chief Executive Office</u>	<u>Jurisdiction of Formation</u>	<u>Organizational Number</u>

2. Current Locations. (a) The chief executive office of each Grantor is located at the address set forth opposite its name below:

<u>Grantor</u>	<u>Mailing Address</u>	<u>Province</u>

(b) Set forth below are opposite the name of each Grantor are all locations where such Grantor maintains any books or records relating to any Accounts Receivable (with each location at which chattel paper, if any, is kept being indicated by an "*"):

<u>Grantor</u>	<u>Address</u>	<u>Province</u>

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<u>Grantor</u>	<u>Address</u>	<u>Province</u>

(c) The jurisdiction of formation of each Grantor that is a registered organization is set forth opposite its name below:

<u>Grantor</u>	<u>Jurisdiction of Formation</u>

(d) Set forth below opposite the name of each Grantor are all the locations where such Grantor maintains any Equipment or other Collateral not identified above:

<u>Grantor</u>	<u>Address</u>	<u>Province</u>

(e) Set forth below opposite the name of each Grantor are all the places of business of such Grantor not identified in paragraphs (a), (b), (c) or (d) above:

<u>Grantor</u>	<u>Address</u>	<u>Province</u>

(f) Set forth below opposite the name of each Grantor are the names and addresses of all Persons other than such Grantor that have possession of any of the Collateral of such Grantor and the type of arrangement of such Person having possession of the Collateral:

<u>Grantor</u>	<u>Name of Entity in Possession of Collateral</u>	<u>Address/Location of Collateral</u>	<u>Province</u>	<u>Type of Arrangement</u>

3. File Search Reports. Search results have been obtained with respect to each Grantor and each Vendor organized or maintaining an establishment in a jurisdiction in Canada or having assets located in a jurisdiction in Canada from the personal property security registry office in each jurisdiction identified with respect to such Grantor in Sections 2(a) to (e) hereof (or the locations listed in Schedule 1 for each Vendor if different from

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above), and such search report reflect no liens against any of the Collateral other than those permitted under the Credit Agreement.

4. Filings. Duly authenticated financing statements or applicable documents required for filing in the province of Quebec have been prepared for filing in the personal property security registry office, or Register of Personal and Movable Real Rights in the province of Quebec, in each jurisdiction identified with respect to such Grantor in Sections 2(a) to (e) hereof.

5. Schedule of Filings. Set forth below is a schedule setting forth, with respect to the filings described in Section 4 above, each filing and the filing office in which such filing is to be made.

<u>Grantor</u>	<u>Filing Type</u>	<u>Filing Office</u>

6. Stock Ownership and other Equity Interests. Set forth below is a true and correct list of all the issued and outstanding stock, partnership interests, limited liability company membership interests or other Equity Interests of each Grantor and the record and beneficial owners of such stock, partnership interests, membership interests or other equity interests. Also set forth hereto is each equity investment of each Grantor that represents 50% or more of the equity of the entity in which such investment was made.

<u>Company Name and Class of Stock/Equity</u>	<u>Number Authorized</u>	<u>Number Issued and Outstanding</u>	<u>Certificate Number</u>	<u>Owner of Issued and Outstanding Shares/Interests</u>

7. Debt. Set forth below is a true and correct list of all Indebtedness, including any promissory notes, and other evidence of indebtedness held by each Grantor that are required to be pledged as collateral, including all intercompany notes between each Grantor, if any.

<u>Grantor/ Lender</u>	<u>Description of Indebtedness¹</u>

8. Advances. Set forth below is a true and correct list of all advances made by Parent to any other Grantor or made by any Grantor to Parent or to any other Grantor.

<u>Grantor/ Lender</u>	<u>Description of Indebtedness¹</u>

¹ Outstanding principal plus capitalized interest as of the date hereof.

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<u>Grantor/ Lender</u>	<u>Description of Indebtedness¹</u>

9. Mortgage Filings. Set forth below is a schedule setting forth, with respect to each mortgaged property, (a) the exact name of the Person that owns such property as such name appears in its certificate of incorporation or other organizational document, (b) if different from the name identified pursuant to clause (a), the exact name of the current record owner of such property reflected in the records of the filing office for such property identified pursuant to the following clause and (c) the filing office in which a Mortgage with respect to such property must be filed or recorded in order for the Collateral Agent to obtain a perfected security interest therein.

OWNED PROPERTIES

<u>PROPERTY/ADDRESS</u>	<u>EXACT NAME OF PROPERTY OWNER</u>	<u>FILING LOCATION</u>

10. Leased Properties. Set forth below is a true and complete list of properties leased by each Grantor as of the date hereof, including the name of the landlord of such property:

LEASED PROPERTIES

<u>PROPERTY/ADDRESS</u>	<u>GRANTOR/CURRENT LESSEE</u>	<u>CURRENT LESSOR</u>

11. Intellectual Property.

For each of the following in Section 11, please include the Trade-marks, Trade-mark applications, Patents, Patent applications, Copyright and Copyright applications that each Grantor is entitled to acquire or will receive from a Vendor (whether or not currently registered in the name of such Grantor).

A. CANADIAN TRADE-MARKS

To the knowledge of each Grantor as of the date hereof, set forth below in proper form for filing with the Canadian Intellectual Property Office is a schedule setting forth all of each Grantor's Trade-marks and Trade-mark applications.

1) Canadian Trade-mark Registrations:

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<u>Trade-mark</u>	<u>Grantor</u>	<u>Registration No.</u>	<u>Date of Registration</u>

2) Canadian Trade-mark Applications:

<u>Trade-mark</u>	<u>Grantor</u>	<u>Application No.</u>	<u>Application Filing Date</u>

B. CANADIAN PATENTS

To the knowledge of each Grantor as of the date hereof, set forth below in proper form for filing with the Canadian Intellectual Property Office is a schedule setting forth all of each Grantor's Patents and Patent applications.

1) Canadian Patent Registrations:

<u>Patent</u>	<u>Grantor</u>	<u>Registration No.</u>	<u>Date of Registration</u>

2) Canadian Patent Applications:

<u>Patent</u>	<u>Grantor</u>	<u>Application No.</u>	<u>Application Filing Date</u>

C. CANADIAN REGISTERED COPYRIGHTS

To the knowledge of each Grantor as of the date hereof, set forth below in proper form for filing with the Canadian Intellectual Property Office is a schedule setting forth all of each Grantor's Copyrights and Copyrights applications, including the name of the applicant or registered owner and the application or registration number.

1) Canadian Copyrights Registrations:

<u>Copyrights</u>	<u>Grantor</u>	<u>Registration No.</u>	<u>Date of Registration</u>

2) Canadian Copyrights Applications:

<u>Copyrights</u>	<u>Grantor</u>	<u>Application No.</u>	<u>Application Filing Date</u>

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12. Deposit Accounts. Set forth below is a true and correct list of deposit accounts maintained by each Grantor, including the name and address of the depository institution, the type of account and the account number.

<u>Grantor</u>	<u>Type of Account</u>	<u>Bank or Intermediary</u>	<u>Account Number</u>

13. Securities Accounts. Set forth below is a true and correct list of securities accounts maintained by each Grantor, including the name and address of the intermediary institution, the type of account and the account number.

<u>Grantor</u>	<u>Type of Account</u>	<u>Bank or Intermediary</u>	<u>Account Number</u>

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned have duly executed this Perfection
Certificate on this [●] day of [●], 2010.

GATE GOURMET CANADA INC.

By: _____

Name:

Title:

[OTHER GRANTORS]

By: _____

Name:

Title:

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Schedule 1

[Note: To be provided by Grantors. Please add response for each Vendor.]