

05-04-2000



APR 13 PM 2:32

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OPR/FINANCE RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

4-13-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Effective Date  
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

05/04/2000 BCDATES 00000152 635764

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
375.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002065 FRAME: 0663

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="635,764"/>	<input type="text" value="695,507"/>	<input type="text" value="806,188"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="806,189"/>	<input type="text" value="807,719"/>	<input type="text" value="864,793"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="868,592"/>	<input type="text" value="900,551"/>	<input type="text" value="947,074"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)  
Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

JACQUELINE M. O'BRIEN 497400-121029

*Jacqueline M. O'Brien*

APRIL 11, 2000

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual     General Partnership     Limited Partnership

Corporation     Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

1,056,381	1,267,478	1,297,297
1,562,871	1,562,872	1,873,473
1,953,580	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

Schedule A  
to  
Collateral Assignment of  
Trademarks  
and Security Agreement

TRADEMARKS, TRADE NAMES, SERVICE MARKS, ETC.  
REGISTERED WITH  
THE UNITED STATES PATENT AND TRADEMARK OFFICE:

Trademark	Registration Number	Registration Date	Expiration Date
M & Design	1,297,297	09/25/1984	09/25/2004
Spurso	868,592	04/29/1969	04/29/2009
Skino	864,793	02/18/1969	02/18/2009
Hydro-Nap	1,267,478	02/21/1984	02/21/2004
Hydro-Cure	1,056,381	01/18/1977	01/18/1997
Un-All	635,764	10/16/1956	04/14/2007
Nap-All	806,188	03/29/1966	03/29/2006
Ten-Cem	806,189	03/29/1966	03/29/2006
Hex-Cem	807,719	05/03/1966	05/03/2006
Poly-Cure	695,507	04/05/1960	04/05/2000
Neo-Nap	947,074	11/14/1972	11/14/1992
Cem-All	900,551	10/13/1970	10/13/2000
Cur-Rx	1,562,871	10/31/1989	10/31/2009
Dri-Rx	1,562,872	10/31/1989	10/31/2009
OMG	1,873,473	01/17/1995	
PLASTISTAB	1,953,580	01/30/1996	

**COLLATERAL ASSIGNMENT OF TRADEMARKS  
AND SECURITY AGREEMENT**

**THIS AGREEMENT**, dated as of April 3, 2000 ("*this Agreement*"), between **OMG AMERICAS, INC.**, an Ohio corporation whose principal place of business is located at 50 Public Square, Cleveland, Ohio 44113-2204 (herein, together with its successors and assigns, the "*Assignor*"), and **NATIONAL CITY BANK**, a national banking association whose principal place of business is located at National City Center, 1900 East Ninth Street, Cleveland, Ohio 44114, as collateral agent (herein, together with its successors and assigns in such capacity, the "*Collateral Agent*"), for the benefit of the Secured Creditors (as defined below):

**PRELIMINARY STATEMENTS:**

(1) This Agreement is made pursuant to the Credit Agreement, dated as of April 3, 2000 (herein, as amended or otherwise modified, restated or replaced from time to time, the "*Credit Agreement*"), among OM Group, Inc., a Delaware corporation (herein, together with its successors and assigns, the "*Borrower*"), the financial institutions named as lenders therein (herein, together with their successors and assigns, the "*Lenders*"), and National City Bank, as the Administrative Agent (the "*Administrative Agent*") for the Lenders under the Credit Agreement.

(2) The Credit Agreement provides, among other things, for loans or advances or other extensions of credit to or for the benefit of the Borrower of up to \$675,000,000, with such loans or advances being evidenced by promissory notes (the "*Notes*", such term to include all notes and other securities issued in exchange therefor or in replacement thereof). The Credit Agreement also provides that one or more Letter of Credit Issuers may issue Letters of Credit for the benefit of the Borrower and/or any of its Subsidiaries, and that the Lenders will risk participate in such Letters of Credit.

(3) The Borrower or any of its Subsidiaries may from time to time be party to one or more Designated Hedge Agreements (as defined in the Credit Agreement) and other Designated Hedge Documents (as defined herein). Any institution or other person that participates, and in each case their successors and assigns, as a counterpart to the Borrower or any of its Subsidiaries or Affiliates pursuant to any Designated Hedge Document is referred to herein individually as a "*Designated Hedge Creditor*" and collectively as the "*Designated Hedge Creditors*".

(4) This Agreement is made for the benefit of the Administrative Agent, the Collateral Agent, each Letter of Credit Issuer, the Lenders and the Designated Hedge Creditors (any or all of the foregoing, together with their respective successors and assigns, individually a "*Secured Creditor*" and collectively, the "*Secured Creditors*").

(5) It is a condition precedent to the making of Loans and the issuance of, and participation in, Letters of Credit under the Credit Agreement that the Assignor shall have executed and delivered to the Collateral Agent this Agreement.

(6) The Assignor is a Subsidiary of the Borrower and will obtain benefits from the incurrence of the Credit Document Obligations and the Designated Hedge Document Obligations (as such terms are hereafter defined) and, accordingly, desires to execute this Agreement in order to satisfy the condition described in the preceding paragraph and to induce the Secured Creditors to extend the Credit Document Obligations and the Designated Hedge Document Obligations.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby makes the following representations and warranties to the Collateral Agent and the other Secured Creditors and hereby covenants and agrees with the Collateral Agent and the other Secured Creditors as follows:

1. **Defined Terms.** Terms used herein without definition shall have the respective meanings ascribed thereto in the Credit Agreement. The following terms shall have the meanings herein specified unless the context otherwise requires:

**"Credit Document Obligations"** shall mean and include:

- (i) the principal of and interest on the Notes issued by, and the Loans made to, the Borrower under the Credit Agreement,
- (ii) all reimbursement obligations and Unpaid Drawings with respect to Letters of Credit issued under the Credit Agreement, and
- (iii) all other obligations and liabilities owing by the Borrower and the other Credit Parties to the Administrative Agent, the Collateral Agent, any Letter of Credit Issuer or any of the Lenders under the Credit Agreement and the other Credit Documents to which the Borrower or any other Credit Party is now or may hereafter become a party (including, without limitation, indemnities, Fees and other amounts payable thereunder), whether primary, secondary, direct, contingent, fixed or otherwise,

in all cases whether now existing, or hereafter incurred or arising, including any such interest or other amounts incurred or arising during the pendency of any bankruptcy, insolvency, reorganization, receivership or similar proceeding, regardless of whether allowed or allowable in such proceeding or subject to an automatic stay under section 362(a) of the Bankruptcy Code.

**"Designated Hedge Document"** shall mean and include (i) each Designated Hedge Agreement to which the Borrower or any of its Subsidiaries or Affiliates is now or may hereafter become a party, and (ii) each confirmation, transaction statement or other document executed and delivered in connection therewith to which the Borrower or any of its Subsidiaries or Affiliates is now or may hereafter become a party.

**"Designated Hedge Document Obligations"** shall mean and include all obligations and liabilities owing by the Borrower or any of its Subsidiaries or Affiliates under all existing and future Designated Hedge Documents, in all cases whether now existing, or hereafter incurred or arising, including any such amounts incurred or arising during the pendency of any bankruptcy, insolvency, reorganization, receivership or similar proceeding, regardless of whether allowed or allowable in such proceeding or subject to an automatic stay under section 362(a) of the Bankruptcy Code.

**"Event of Default"** shall mean any Event of Default under, and as defined in, the Credit Agreement, or any payment default, after any applicable grace period, under any Designated Hedge Document.

**"Secured Obligations"** shall mean and include

- (i) the Assignor's primary obligations in respect of all Credit Document Obligations as to which it is a primary obligor;
- (ii) the Assignor's surety obligations as a guarantor in respect of all Credit Document Obligations as to which any of its Subsidiaries or Affiliates is a primary obligor;
- (iii) the Assignor's primary obligations in respect of all Designated Hedge Document Obligations as to which it is a primary obligor;
- (iv) the Assignor's surety obligations as a guarantor in respect of all Designated Hedge Document Obligations as to which any of its Subsidiaries or Affiliates is a primary obligor;
- (v) any and all sums advanced by the Collateral Agent in compliance with the provisions of this Agreement or any of the other Credit Documents in order to preserve the Collateral of the Assignor or to preserve or protect its security interest in such Collateral, including, without limitation, sums advanced to pay or discharge insurance premiums, taxes, Liens and claims; and

(vi) in the event of any proceeding for the collection or enforcement of any indebtedness, obligations, or liabilities of the Assignor referred to in clauses (i) through (v) above, after an Event of Default shall have occurred and be continuing, the reasonable expenses of re-taking, holding, preparing for sale or lease, selling or otherwise disposing of or realizing on the Collateral of the Assignor, or of any exercise by the Collateral Agent of its rights hereunder in respect of the Assignor or its Collateral, together with reasonable attorneys' fees and court costs.

The term "**Secured Obligations**" shall include extensions of credit of the types described above, whether outstanding on the date of this Agreement or extended from time to time after the date of this Agreement.

**2. Assignment and Grant of Security Interest.** (a) As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Collateral Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following (hereafter collectively called the "**Collateral**"):

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Collateral Agent shall keep all such information, knowledge, records or data strictly confidential and limit dissemination thereof solely among its officers and their designees, auditors and regulatory authorities (on an "as necessary" basis);

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all goodwill related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the Uniform Commercial Code of the State of Ohio) of the Assignor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing;

whether now existing or hereafter created or acquired, as to all of the above.

(b) Unless an Event of Default shall have occurred and be continuing, the Collateral Agent hereby grants to the Assignor, without representation or warranty of any kind, express or implied, the exclusive, nontransferable right and license to use the Collateral, for the Assignor's own benefit and account. The Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to the Assignor in this paragraph, without the prior written consent of the Collateral Agent. Upon the occurrence and during the continuance of any Event of Default, the Assignor's license with respect to the Collateral as set forth in this paragraph shall terminate automatically without any requirement of notice to the Assignor of such termination, and the Collateral Agent shall thereupon have, in addition to all other rights and remedies given it by this Agreement, those allowed by the federal laws of the United States and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which any of the Collateral may be located.

3. **Continuing Liability.** The Assignor hereby expressly agrees that, anything herein to the contrary notwithstanding, it shall remain liable under each license, interest and obligation assigned to the Collateral Agent hereunder to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof. The Collateral Agent shall have no obligation or liability under any such license, interest or obligation by reason of or arising out of this Agreement or the assignment thereof to the Collateral Agent or the receipt by the Collateral Agent of any payment relating to any such license, interest or obligation pursuant thereto, nor shall the Collateral Agent be required or obligated in any manner to perform or fulfill any of the obligations of the Assignor thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such license, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

4. **Remedies.** If an Event of Default has occurred and is continuing, the Collateral Agent may (but shall not be obligated to) exercise, in addition to all other rights and remedies granted to it in this Agreement, the Credit Agreement and any other Security Document, all rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law. Without limiting the generality of the foregoing, the Assignor expressly agrees that in any such event the Collateral Agent, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon the Assignor or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange, broker's board or at any of the Collateral Agent's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk, and the Collateral Agent shall apply the net proceeds (after expenses) of any such sale, lease, assignment or other disposition against the Secured Obligations in accordance with section 10.3 of the Credit Agreement, the Assignor remaining liable for any deficiency therein. After payment in full of all of the Secured Obligations (including those not yet due and payable at the time of the application referred to above), the Collateral Agent shall remit any surplus net proceeds to the Assignor (or its successors or assigns) or otherwise as a court of competent jurisdiction may direct. The Collateral Agent shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity or redemption in the Assignor, which right or equity is hereby expressly waived and released. To the extent permitted by applicable law, the Assignor waives all claims, damages and demands against the Collateral Agent arising out of the repossession, retention or sale of the Collateral. The Assignor agrees that the Collateral Agent need



not give more than 10 days' notice of the time after which a private sale may take place and that such notice is reasonable notification of such matter.

**5. Grant of License to Use Intangibles.** For the purpose of enabling the Collateral Agent to exercise rights and remedies under section 4 hereof at such time as the Collateral Agent, without regard to this section 5, shall be lawfully entitled to exercise such rights and remedies and for no other purpose, the Assignor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Assignor) to use, assign or sublicense any of the Collateral, now owned or hereafter acquired by the Assignor, and wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof.

**6. Representations and Warranties, etc.** The Assignor agrees that it will at its expense forever warrant and, at the Collateral Agent's request defend the Collateral Agent's and the Assignor's respective interests in the Collateral from any and all claims and demands of any other person, and that it will not grant, create or permit to exist any Lien upon or security interest in the Collateral in favor of any other person except as expressly permitted under section 9.3 of the Credit Agreement. The Assignor represents and warrants to the Collateral Agent that: (a) the Assignor has full power, authority and legal right and capacity to incur and perform its obligations hereunder, (b) this Agreement constitutes the legal, valid and binding obligation of the Assignor, enforceable in accordance with its terms, (c) the making and performance by the Assignor of this Agreement and the grant of the security interest hereunder have been duly authorized by all necessary corporate action, and do not and will not violate the provisions of any applicable law or applicable regulation, the Assignor's certificate of articles of incorporation or by-laws (or code of regulations), and do not and will not result in a breach of, or constitute a default under, or require any consent (other than consents which have been obtained which are in full force and effect and copies of which have been delivered to the Collateral Agent) or create any lien, charge or encumbrance under, any agreement, instrument or document or the provisions of any order, writ, judgment, injunction, decree, determination or award of any court, government or governmental agency or instrumentality, applicable to the Assignor or to any of the assets of the Assignor to which the Assignor is a party or by which the Assignor or any of the assets of the Assignor may be bound or affected, (d) so long as the Secured Obligations remain outstanding, the Assignor at all times will be the sole direct or indirect beneficial owner of the Collateral hereunder, and (e) this Agreement grants to the Collateral Agent a first priority lien upon and first priority perfected secured interest in the Collateral subject to no lien or security interest except as expressly permitted under section 9.3 of the Credit Agreement.

**7. Notices.** All notices or other communications hereunder shall be given in the manner and to the addresses determined under section 12.3 of the Credit Agreement.

**8. Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**9. No Waiver; Cumulative Remedies.** The Collateral Agent shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Collateral Agent, and then only to the extent therein set forth. A waiver by the Collateral Agent or any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Collateral Agent would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of the Collateral Agent any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

**10. Waivers; Amendments.** None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto in accordance with the provisions of section 10.3 of the Security Agreement, as fully as if such provisions were incorporated herein and made expressly applicable to this Agreement by this reference thereto.

11. **Limitations by Law.** All rights, remedies and powers provided by sections 4 and 5 hereof may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law, and all the provisions of sections 4 and 5 hereof are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part, or not entitled to be recorded, registered or filed under the provision of any applicable law.

12. **Successors and Assigns.** This Agreement shall be binding upon the Assignor and the Collateral Agent and their respective successors and assigns and shall inure to the benefit of the Collateral Agent and the Secured Creditors and their respective successors and assigns. Nothing herein is intended or shall be construed to give any other person any right, remedy or claim under, to or in respect of this Agreement.

13. **Obligations Absolute.** The obligations of the Assignor under this Agreement shall be absolute and unconditional and shall remain in full force and effect without regard to, and shall not be released, suspended, discharged, terminated or otherwise affected by, any circumstance or occurrence whatsoever, other than indefeasible payment in full of, and complete performance of, all of the Secured Obligations, including, without limitation:

(i) any renewal, extension, amendment or modification of, or addition or supplement to or deletion from other Credit Documents or any Designated Hedge Document, or any other instrument or agreement referred to therein, or any assignment or transfer of any thereof;

(ii) any waiver, consent, extension, indulgence or other action or inaction under or in respect of any such agreement or instrument or this Agreement except as expressly provided in such renewal, extension, amendment, modification, addition, supplement, assignment or transfer;

(iii) any furnishing of any additional security to the Collateral Agent or its assignee or any acceptance thereof or any release of any security by the Collateral Agent or its assignee;

(iv) any limitation on any person's liability or obligations under any such instrument or agreement or any invalidity or unenforceability, in whole or in part, of any such instrument or agreement or any term thereof;

(v) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to the Assignor or any Subsidiary of the Assignor, or any action taken with respect to this Agreement by any trustee or receiver, or by any court, in any such proceeding, whether or not the Assignor shall have notice or knowledge of any of the foregoing; or

(vi) any other event or circumstance which, but for this provision, might release or discharge a guarantor or other surety from its obligations as such.

14. **Termination and Reassignment.** After the termination of the Total Commitment and all Designated Hedge Documents, when no Note nor Letter of Credit is outstanding and when all Loans and other Secured Obligations (other than unasserted indemnity obligations) have been paid in full, this Agreement shall terminate, and the Collateral Agent, at the request and expense of the Assignor, will execute and deliver to the Assignor a proper instrument or instruments acknowledging the satisfaction and termination of this Agreement, and will duly reassign (without representation or warranty) to the Assignor the Assignor's property and rights assigned hereby.

15. **Reference to Separate Security Agreement.** This Agreement has been entered into by the Assignor and the Collateral Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other Assignors named therein, as debtors, and the Collateral Agent, as secured party for the benefit of the Secured Creditors (as defined therein). In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.