



Tab settings

To the Honorable Commissioner of Pa.

101596895

ached original documents or copy thereof.

1. Name of conveying party(ies):

1.76.01

Seagate Removable Storage Solutions LLC
920 Disc Drive
Scotts Valley, CA 95066

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: November 22, 2000

2. Name and address of receiving party(ies)

Name: The Chase Manhattan Bank, as Collateral Agent

Internal Address: _____

Street Address: 270 Park Avenue

City: New York State: NY ZIP: 10017

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State NY
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

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

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)

519285

Additional numbers attached? Yes No

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

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 400 Seventh Street, NW, Suite 101

City: Washington State: D.C. ZIP: 20004

6. Total number of applications and registrations involved: _____

31

7. Total fee (37 CFR 3.41).....\$ 790⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

01/30/2001 AAMMEDI 00000008 519285

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 750.00 DP

9. 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.

Sonya Wor
Name of Person Signing

[Signature]
Signature

12/28/00
Date

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

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK

REEL: 002222 FRAME: 0704

US Security Agreement Schedule V "Trademarks"
 Owner: Seagate Removable Storage Solutions LLC

Trademark Name	Country Name	App. No.	Reg. No.	Filing Date	Reg. Date
ARCHIVE	Australia	519285	B519285	1/15/1989	9/15/1989
FASTAPE	Australia		B22229		10/30/1989
MAYNSTREAM	Australia	577243	A577243	4/27/1992	4/27/1992
PYTHON	Australia	552153	A552153	3/18/1991	3/18/1991
VIPER	Australia	519286	A519286	9/15/1989	10/8/1991
FASTAPE	Austria	AM 5306/89	129 924	11/6/1989	3/9/1990
HORNET	Austria		143 423		8/13/1992
MAYNSTREAM	Austria	AM2254/92	143422	5/7/1992	8/13/1992
PYTHON	Austria	AM 3997/91	139057	8/19/1991	11/28/1991
QICSTREAM	Austria	AM5305/89	129 923	11/6/1989	3/9/1990
VIPER	Austria	AM 4473/89	130354	9/18/1989	4/3/1990
ARCHIVE	Austria	AM4472/89		9/18/1989	
ARCHIVE	Benelux	734376	472630		9/14/1989
FASTAPE	Benelux		470567		10/31/1989
HORNET	Benelux		514654		4/29/1992
IRWIN	Benelux	681185	415925	2/6/1986	9/9/1986
MAGNETICS					
MAYNARD	Benelux	711382	443733	6/29/1988	6/29/1988
MAYNSTREAM	Benelux	711383	443734	6/29/1988	1/12/1992
MAYNSTREAM	Benelux		514655		4/29/1992
QICSTREAM	Benelux		470385		10/31/1989
ARCHIVE	California		91914		3/16/1990
CIPHER	California	70046	70046	6/30/1983	
FLOPPYTAPE	California		78353		8/23/1985
PYTHON	California		94100	10/22/1990	5/21/1991
ARCHIVE	Canada	584892	340527	5/28/1987	5/20/1988
FASTAPE	Canada	644 307	374706	11/7/1989	10/19/1990
HORNET	Canada	703880	TMA452,06	4/27/1992	12/22/1995
			8		
MAXSTREAM	Canada	644719	387265	11/14/1989	8/2/1991
MAYNARD	Canada	654613	384709	4/2/1990	5/17/1991
PYTHON	Canada	653246	384695	3/13/1990	5/17/1991
SCORPION	Canada	644 309	374707	11/7/1989	10/19/1990

US Security Agreement Schedule V "Trademarks"

Owner: Seagate Removable Storage Solutions LLC

Trademark Name	Country Name	App. No.	Reg. No.	Filing Date	Reg. Date
SIDEWINDER	Canada	478 354	285977	11/13/1981	12/16/1983
MAYNSTREAM	Canada	703881		4/27/1992	
ARCHIVE	China	8943934	585572	12/4/1989	2/27/1992
HORNET	China		641476		5/14/1993
MAYNSTREAM	China		641477		5/13/1993
ARCHIVE	Denmark	VA07214/1989	VR03726/1993	9/29/1989	5/21/1993
FASTAPE	Denmark	VA08.9551989	VR086161991	12/1/1989	12/13/1991
HORNET	Denmark	VA03.3801992	VR11.5531992	5/7/1992	12/18/1992
IRWIN MAGNETICS	Denmark	725/86	2204/87	2/4/1986	6/12/1987
MAYNSTREAM	Denmark	3381/1992	VR09.384	3/7/1992	10/9/1992
PYTHON	Denmark	5718/91	VR04235/1992	8/14/1991	5/15/1992
QICSTREAM	Denmark	VA08954/1989	VR08615/1991	12/1/1989	12/13/1991
VIPER	Denmark	VA07.2131989	VR03.2091992	9/29/1989	4/24/1992
MAYNSTREAM	Egypt				
FASTAPE	Finland	5562/89	117268	10/31/1989	3/5/1992
HORNET	Finland	2120/92	126443	4/29/1992	5/21/1993
MAYNSTREAM	Finland		126109		4/20/1993
QICSTREAM	Finland	5561/89	114339	10/31/1989	10/7/1991
SCORPION	Finland	5097/89	114059	10/9/1989	9/20/1991
VIPER	Finland	5096/89	114058	10/9/1989	9/20/1991
ARCHIVE	Florida		T11721		9/11/1989
MAYNARD	Florida		T10377		1/17/1989
MAYNSTREAM DESIGN	Florida		T08616		2/1/1988
PYTHON	Florida		T-13977	12/11/1990	1/15/1991
ARCHIVE	France	857793	1,410,588	5/25/1987	5/25/1987
FASTAPE	France		1559976		11/14/1989
HORNET	France		92421911		6/9/1992
IRWIN MAGNETICS	France	781/331	1342510	2/13/1986	2/13/1986

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 Owner: Seagate Removable Storage Solutions LLC

Trademark Name	Country Name	App. No.	Reg. No.	Filing Date	Reg. Date
MAYNSTREAM	France		1454867		3/17/1988
PYTHON	France		1663132		5/22/1991
QICSTREAM	France		1559977		11/14/1989
SCORPION	France		1553086		9/29/1989
SIDEWINDER	France		1706124		11/17/1981
VIPER	France	157827	1705578	9/29/1989	9/29/1989
ARCHIVE	Georgia		T-9827		1/10/1990
ARCHIVE	Germany	A42587/9Wz	1124134		6/30/1988
IRWIN	Germany	J20696/9W3	1098014	2/3/1986	10/21/1986
MAGNETICS					
MAYNSTREAM	Germany		2026821		12/17/1992
MAYNSTREAM	Germany		1135868		3/8/1989
PYTHON	Germany	A50309/9Wz	2011238	5/22/1991	3/16/1992
QICSTREAM	Germany		1168403		11/23/1990
SCORPION	Germany		1080529		8/12/1985
SIDEWINDER	Germany		1035280	11/11/1981	7/7/1982
FASTAPE	Greece		96332	11/7/1989	12/17/1992
FASTAPE	Greece		96332	11/7/1989	12/17/1992
IRWIN	Greece	82108	82108	3/18/1986	1/19/1989
MAGNETICS					
MAYNSTREAM	Greece		108888		5/7/1992
QICSTREAM	Greece		96331		11/7/1989
ARCHIVE	Hong Kong	2699/90	B01743		3/30/1990
FASTAPE	Hong Kong	2700/90	B05047	3/30/1990	3/30/1990
MAYNSTREAM	Hong Kong		5021		6/21/1995
QICSTREAM	Hong Kong	651/1990	B02041		1/22/1990
VIPER	Hong Kong	2698/1990	3453/1991	3/30/1990	3/30/1990
MAYNSTREAM	Israel				
ARCHIVE	Italy	20428C/87	500038	5/29/1987	11/10/1988
FASTAPE	Italy	50318	577993	11/29/1989	10/12/1992

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Trademark Name	Country Name	App. No.	Reg. No.	Filing Date	Reg. Date
IRWIN MAGNETICS	Italy	MI95C01249	467154	2/10/1986	2/23/1987
MAYNSTREAM QICSTREAM	Italy Italy	MI92C004450 50319-C/89	648136 577994	6/12/1992 11/29/1989	4/20/1995 10/12/1992
SCORPION SIDEWINDER	Italy Italy	48747-C/89 23040C/81	561378 396547	5/11/1989 12/11/1981	2/18/1992 1/17/1986
VIPER ARCHIVE	Italy Japan	48767-C/89	561396 2307693	5/11/1989	2/18/1992 4/30/1991
ARCHIVE KIROKU	Japan Japan	04-318355	3112433	11/26/1992	1/31/1996
FASTAPE MAYNSTREAM	Japan Japan	95554/85 4-140653	2077460 3045836		9/30/1988 5/31/1995
VIPER IRWIN MAGNETICS	Japan Japan	50444/89	2405166 2094030		4/30/1992
QICSTREAM	Korea, South	89-27369	214938		6/13/1991
VIPER	Korea, South	89-25117	211157	10/6/1989	3/14/1991
MAYNSTREAM	Korea, South	92-12992		5/9/1992	
MAYNSTREAM PYTHON ARCHIVE	Kuwait Michigan New Hampshire		M89-074 RSA 350-A	1/11/1990	7/17/1991 11/27/1989
ARCHIVE PYTHON FASTAPE	New York New York New Zealand	197192	R-25972 R-26424 B 197192	12/26/1989 10/22/1990 11/1/1989	1/10/1990 1/23/1991 11/1/1989
QICSTREAM	New Zealand		B197191		11/1/1989
VIPER	New Zealand	197214	197214	11/2/1989	7/20/1992
ARCHIVE	New Zealand	197215		12/4/1989	
MAYNSTREAM	New Zealand	217970		5/1/1992	
ARCHIVE	Norway	89.5564	151.808		8/13/1992

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Trademark Name	Country Name	App. No.	Reg. No.	Filing Date	Reg. Date
FASTAPE	Norway		151894		8/27/1992
MAYNSTREAM	Norway	922251	164.458		9/8/1994
PYTHON	Norway	91.4078	154192	8/14/1991	12/23/1992
QICSTREAM	Norway		146177		7/25/1991
VIPER	Norway	89.4911	146.437	10/6/1989	8/15/1991
MAYNSTREAM	Philippines				
MAYNSTREAM	Poland				
IRWIN	Portugal	234626	234.626	4/29/1986	12/30/1991
MAGNETICS					
MAYNSTREAM	Portugal	283156		5/22/1992	
ARCHIVE	Saudi Arabia	269/20	269/20	5/10/1992	11/29/1992
MAYNSTREAM	Saudi Arabia	269/21	269/21	5/10/1992	11/29/1992
MAYNSTREAM	Saudi Arabia	16598		5/10/1992	
ARCHIVE	Singapore	S6943/89	6943/89	10/21/1989	8/30/1991
FASTAPE	Singapore	SB728189	B7281/89	11/6/1989	11/6/1989
MAXSTREAM	Singapore	S/7282/89	7282/89	11/6/1989	10/31/1991
PYTHON	Singapore	A1931/90	1931/90	3/14/1990	3/14/1990
QICSTREAM	Singapore		7283/89		11/6/1989
SCORPION	Singapore		6941/89		10/21/1989
MAYNARD	Singapore	6273/91		7/3/1991	
MAYNSTREAM	Singapore	S/3172/92		4/30/1992	
VIPER	Singapore	S/6942/89	6942/89	10/21/1989	
MAYNSTREAM	Slovenia				
MAYNSTREAM	South Africa	B923691		4/30/1992	2/21/1997
ARCHIVE	South Africa	89/9461		10/5/1989	
FASTAPE	Spain		1529165		4/27/1992
IRWIN	Spain		1135650(2)		11/20/1987
MAGNETICS					
MAYNSTREAM	Spain		1704321		5/29/1992
PYTHON	Spain		1658273		4/5/1994
PYTHON	Spain		1658272		4/5/1994
QICSTREAM	Spain		1529164		11/6/1989

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Trademark Name	Country Name	App. No.	Reg. No.	Filing Date	Reg. Date
ARCHIVE	Spain	1519694		9/15/1989	
ARCHIVE	Sweden	89-09498	249715	10/6/1989	6/18/1993
FASTAPE	Sweden	89-10318	226 800	10/31/1989	9/27/1991
HORNET	Sweden	92-4122	246 545	2/12/1993	2/12/1993
MAYNSTREAM	Sweden	92/4120	245000	4/29/1992	12/30/1992
PYTHON	Sweden	91-08651	242181	8/14/1991	11/13/1992
QICSTREAM	Sweden	89-10317	227 042	10/31/1989	10/11/1991
SIDEWINDER	Sweden	81-5247	181278	10/6/1981	4/30/1982
ARCHIVE VP	Switzerland		384959		9/5/1991
FASTAPE	Switzerland		382519		5/17/1991
MAYNSTREAM	Switzerland		399.132		3/5/1993
PYTHON	Switzerland	5986/1991	395190	7/7/1992	9/17/1992
QICSTREAM	Switzerland		377616		11/2/1989
SIDEWINDER	Switzerland		314741		10/7/1981
FASTAPE	Taiwan		548691		1/16/1992
MAYNSTREAM	Taiwan		581816		1/1/1993
QICSTREAM	Taiwan		566127		7/15/1992
VIPER	Taiwan	7848379	548690	10/26/1989	1/16/1992
MAYNSTREAM	Taiwan		581127		
ARCHIVE	Texas		50081	2/12/1990	2/12/1990
PYTHON	Texas		51161	5/25/1990	6/2/1991
ARCHIVE	United Kingdom	1302220	1302220	2/26/1987	10/4/1991
MAYNSTREAM	United Kingdom		1498718		12/29/1993
PYTHON	United Kingdom	1461128	1461128	4/11/1991	5/22/1992
QICSTREAM	United Kingdom		1402002		11/2/1989
SIDEWINDER	United Kingdom		1162500		10/7/1981
CIPHER	US	72/332451	898186		9/8/1970
SIDEWINDER	US	73/322,102	1199437	8/3/1981	6/29/1982
CIPHER DATA PRODUCTS & DESIGN	US	73/272322	1200892		7/13/1982

US Security Agreement Schedule V "Trademarks"
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Trademark Name	Country Name	App. No.	Reg. No.	Filing Date	Reg. Date
CIPHER	US	74/272,296	1253646	7/30/1980	10/11/1983
SCORPION	US	73/461,094	1347325	1/16/1984	7/9/1985
IRWIN	US	530752	1366480	4/5/1985	10/22/1985
MAGNETICS					
IRWIN	US	73/589,198	1410326	3/21/1986	9/23/1986
FLOPPYTAPE	US	73/465,592	1414004	2/13/1984	10/21/1986
FASTAPE	US	73/553051	1414785		10/28/1986
CIPHER	US	577512	1432385	1/13/1986	3/10/1987
TECEXPO					
ARCHIVE	US	73/610341	1442874	7/21/1986	6/16/1987
ARCHIVE	US	73/610,993	1452091	7/23/1986	8/11/1987
ARCHIVEXL	US	73/653438	1462655		10/27/1987
VIPER	US	73/655,202	1464451	4/14/1987	11/10/1987
EZ TAPE	US	73/627,511	1471248	10/29/1986	1/5/1988
QICSTREAM	US	73/685306	1489175	9/21/1987	5/24/1988
MAYNSTREAM	US	73/706,339	1503714	1/19/1988	9/13/1988
ARCHIVE VP	US	73/747179	1531795		3/28/1989
MAYNARD	US	73/774,514	1584395	1/13/1989	2/27/1990
ELECTRONICS					
MAXSTREAM	US	803582	1600478	5/31/1989	6/12/1990
HORNET	US	73/831757	1600548	10/16/1989	6/12/1990
MAYNARD	US	74/029,297	1636033	2/15/1990	2/26/1991
EC/TAPE	US	74/121,164	1664834	12/6/1990	11/19/1991
MAYNSTREAM	US	74/128092	1664860	1/4/1991	11/19/1991
EZARC	US	74/085,854	1665701	8/7/1990	11/26/1991
PYTHON	US	74/003,288	1677390	11/17/1989	3/3/1992
SX SERIES	US	74-119,551	1745570	11/30/1990	1/12/1993
EZPORT	US	74/244,856	1747738	2/10/1992	1/19/1993
ARCHIVE ST	US	74/137449	1764103	2/8/1991	4/13/1993
TAPE-STOR	US	74/429,328	1869317	8/25/1993	12/27/1994

US Security Agreement Schedule V "Trademarks"
Owner: Seagate Removable Storage Solutions LLC

Trademark Name	Country Name	App. No.	Reg. No.	Filing Date	Reg. Date
ARCHIVE	US	74/281,968	1922595	6/4/1992	9/26/1995

U.S. SECURITY AGREEMENT dated as of November 22, 2000, among SEAGATE TECHNOLOGY INTERNATIONAL, an exempted limited liability company organized under the laws of the Cayman Islands (the "Cayman Borrower"), SEAGATE TECHNOLOGY (U.S.) HOLDINGS, INC., a Delaware corporation (the "U.S. Borrower" and, together with the Cayman Borrower, the "Borrowers"), NEW SAC, an exempted limited liability company organized under the laws of the Cayman Islands ("Holdings"), each subsidiary of Holdings listed on Schedule I hereto (each such subsidiary individually, a "Subsidiary" or a "Guarantor" and, collectively, the "Subsidiaries" or, with Holdings, the "Guarantors"; the Guarantors and the Borrowers are referred to collectively herein as the "Grantors") and THE CHASE MANHATTAN BANK, a New York banking corporation ("Chase"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined herein).

Reference is made to (a) the Credit Agreement dated as of November 22, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, Holdings, the lenders from time to time party thereto (the "Lenders") and Chase, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), and (b) the U.S. Guarantee Agreement dated as of November 22, 2000 (as amended, supplemented or otherwise modified from time to time, the "U.S. Guarantee Agreement"), among the Guarantors (as defined therein) and the Collateral Agent.

The Lenders have agreed to make Loans to the Borrowers, and the Issuing Banks have agreed to issue Letters of Credit for the account of the Cayman Borrower, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Each of the Guarantors has agreed to guarantee, among other things, all the obligations of the Borrowers under the Credit Agreement. The obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure (a) the due and punctual payment of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon any one or more dates set for prepayment or otherwise, (ii) each payment required to be made by either Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements made by any Issuing Bank with respect thereto, interest thereon and obligations to provide, under certain circumstances, cash collateral in connection therewith, and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Loan Parties to the Secured Parties under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Loan Parties under or pursuant to the Credit Agreement and the other Loan Documents, (c) unless otherwise agreed to in writing by the applicable Lender (or Affiliate of a Lender) party thereto, the due and punctual payment and performance of all obligations of either Borrower or any other Loan Party, monetary or otherwise, under (i) each Hedging Agreement entered into with a counterparty that was a Lender (or an Affiliate of a Lender) at the time such Hedging Agreement was entered into and (ii) each Treasury Lock (as defined below) and (d) the due and punctual payment and performance of all obligations in respect of overdrafts and related liabilities owed to the Administrative Agent or any of its

Affiliates and arising from treasury, depository and cash management services in connection with any automated clearing house transfers of funds (all the monetary and other obligations described in the preceding clauses (a) through (d) being collectively called the "Obligations").

Accordingly, the Grantors and the Collateral Agent, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Definition of Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement.

SECTION 1.02. Definition of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

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

"Accounts" shall mean all "accounts" (as defined in the Uniform Commercial Code as in effect in the State of New York ("UCC")) of any Grantor and shall include any and all right, title and interest of any Grantor to payment for goods and services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including accounts receivable from Affiliates of the Grantors.

"Accounts Receivable" shall mean all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

"Collateral" shall mean all (a) Accounts Receivable, (b) Documents, (c) Equipment, (d) General Intangibles, (e) Inventory, (f) cash and cash accounts (including the U.S. Cash Account), (g) Investment Property and (h) Proceeds.

"Commodity Account" shall mean an account maintained by a Commodity Intermediary in which a Commodity Contract is carried out for a Commodity Customer.

"Commodity Contract" shall mean a commodity futures contract, an option on a commodity futures contract, a commodity option or any other contract that, in each case, is (a) traded on or subject to the rules of a board of trade that has been designated as a contract market for such a contract pursuant to the federal commodities laws or (b) traded on a foreign commodity board of trade, exchange or market, and is carried on the books of a Commodity Intermediary for a Commodity Customer.

"Commodity Customer" shall mean a Person for whom a Commodity Intermediary carries a Commodity Contract on its books.

"Commodity Intermediary" shall mean (a) a Person who is registered as a futures commission merchant under the federal commodities laws or (b) a Person who in the ordinary course of its business provides clearance or settlement services for a board of trade that has been designated as a contract market pursuant to federal commodities laws.

“Copyright License” shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or that such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

“Copyrights” shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule II.

“Credit Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Deposit Bank” means, at any time, any financial institution then serving as a Deposit Bank as provided in section 5.01.

“Depository Agreement” means, collectively, one or more Depository Agreements relating to the U.S. Cash Account, and substantially in the form of Annex 3 hereto, among either Borrower, the Collateral Agent and the applicable Deposit Bank.

“Documents” shall mean all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

“Entitlement Holder” shall mean a Person identified in the records of a Securities Intermediary as the Person having a Security Entitlement against the Securities Intermediary. If a Person acquires a Security Entitlement by virtue of Section 8-501(b)(2) or (3) of the Uniform Commercial Code, such Person is the Entitlement Holder.

“Equipment” shall mean “equipment” (as defined in the UCC) of any Grantor and shall include all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by any Grantor. The term Equipment shall include Fixtures.

“Financial Asset” shall mean (a) a Security, (b) an obligation of a Person or a share, participation or other interest in a Person or in property or an enterprise of a Person, which is, or is of a type, dealt with in or traded on financial markets, or that is recognized in any area in which it is issued or dealt in as a medium for investment or (c) any property that is held by a Securities Intermediary for another Person in a Securities Account if the Securities Intermediary has expressly agreed with the other Person that the property is to be treated as a Financial Asset under Article 8 of the Uniform Commercial Code. As the context requires, the term Financial Asset shall mean either the interest itself or the means by which a Person’s claim to it is evidenced, including a certificated or uncertificated Security, a certificate representing a Security or a Security Entitlement.

“Fixtures” shall mean all items of Equipment, whether now owned or hereafter acquired, of any Grantor that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto.

“General Intangibles” shall mean all “general intangibles” (as defined in the UCC) of any Grantor and shall include choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Accounts Receivable) now owned or hereafter acquired by any Grantor, including corporate or other business records,

indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Hedging Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts Receivable.

“Intellectual Property” shall mean all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, rights under any License, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other confidential or proprietary data or information, software and databases.

“Inventory” shall mean “inventory” (as defined in the UCC) of any Grantor and shall include all goods of any Grantor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by any Grantor under contracts of service, or consumed in any Grantor’s business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any Grantor.

“Investment Property” shall mean all Securities (whether certificated or uncertificated), Security Entitlements, Securities Accounts, Commodity Contracts and Commodity Accounts of any Grantor, whether now owned or hereafter acquired by any Grantor.

“License” shall mean any Patent License, Trademark License, Copyright License or other license or sublicense of intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor to which any Grantor is a party, including those listed on Schedule III. Notwithstanding the foregoing, the term "License" shall not include (a) any license or sublicense of intellectual property under which the licensor is a Person that is not a Core Loan Party if (i) such license or sublicense of intellectual property is held by a Grantor on the date hereof and is listed on Schedule VI or (ii) such license or sublicense of intellectual property is acquired by a Grantor after the date hereof, to the extent that such license or sublicense prohibits the granting of a security interest over such license or sublicense or over the intellectual property that is the subject of such license or sublicense to the Collateral Agent for the benefit of the Secured Parties, *provided* that, in the case of clause (ii), each of such Grantor and Holdings has used commercially reasonable efforts to prevent the inclusion of such restrictions in the relevant license or sublicense and (b) any license or sublicense of intellectual property to the extent that any applicable law of any Governmental Authority prohibits the granting of a security interest over such license or sublicense or over the intellectual property that is the subject of such license or sublicense to the Collateral Agent for the benefit of the Secured Parties, *provided further*, in the case of clauses (a)(ii) and (b), that the exclusion of any license or sublicense from the definition of the term License pursuant to this sentence shall not, individually or in the aggregate, result in a Material Adverse Effect.

“LTO Intellectual Property” shall mean those patents and trademarks jointly owned by any Grantor with Hewlett-Packard Company and International Business Machines Corporation, including those listed on Schedule VIII.

“Obligations” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Patent License” shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention under a Patent, now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to make, use or sell any invention under a Patent, now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

“Patents” shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule IV (but excluding the LTO Intellectual Property), 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” shall mean a certificate substantially in the form of Annex 1 hereto, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by an executive officer or Financial Officer of Holdings.

“Proceeds” shall mean “proceeds” (as defined in the UCC) of any Grantor and shall include any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other Person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property that constitutes Collateral, and shall include (a) all cash and negotiable instruments received by or held on behalf of the Collateral Agent pursuant to Section 5.01, (b) any claim of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by any Grantor, or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by any Grantor or licensed under a Copyright License and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“Secured Parties” shall mean (a) the Lenders, (b) the Issuing Banks, (c) the Administrative Agent (and any Affiliate of the Administrative Agent to which any Obligation referred to in clause (d) of the third sentence of the second paragraph of the preliminary statement of this Agreement is owed), (d) the Collateral Agent, (e) each counterparty (i) to a Treasury Lock permitted under Section 6.07(c)(ii) of the Credit Agreement or to a Hedging Agreement entered into with either Borrower or any other Loan Party if such counterparty was a Lender (or an Affiliate of a Lender) at the time the Hedging Agreement was entered into and (ii) to a Treasury Lock permitted under Section 6.07(c)(i) of the Credit Agreement that is a Lender (or an Affiliate of a Lender) on the date hereof, (f) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Loan Document and (g) the successors and assigns of each of the foregoing.

“Securities” shall mean any obligations of an issuer or any shares, participations or other interests in an issuer or in property or an enterprise of an issuer that (a) are represented by a certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer, (b) are one of a class or series or by its terms is divisible into a class or series of shares, participations, interests or obligations and (c)(i) are, or are of a type, dealt with or traded on securities exchanges or securities markets or (ii) are a medium for investment and by their terms expressly provide that they are a security governed by Article 8 of the Uniform Commercial Code.

“Securities Account” shall mean an account to which a Financial Asset is or may be credited in accordance with an agreement under which the Person maintaining the account undertakes to treat the Person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

“Securities Intermediary” shall mean (a) a clearing corporation or (b) a Person, including a bank or broker, that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity.

“Security Entitlements” shall mean the rights and property interests of an Entitlement Holder with respect to a Financial Asset.

“Security Interest” shall have the meaning assigned to such term in Section 2.01.

“Trademark License” shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

“Trademarks” shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, 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 United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule V (but excluding the LTO Intellectual Property) and (b) all goodwill associated therewith or symbolized thereby.

“Treasury Lock” shall mean (a) any treasury lock permitted under Section 6.07(c)(i) of the Credit Agreement and (b) any treasury lock permitted under Section 6.07(c)(ii) of the Credit Agreement with a counterparty that was a Lender (or an Affiliate of a Lender) at the time such treasury lock was entered into.

“U.S. Cash Account” shall have the meaning assigned to such term in Section 5.01.

SECTION 1.03. Rules of Interpretation. The rules of interpretation specified in Section 1.03 of the Credit Agreement shall be applicable to this Agreement.

ARTICLE II

Security Interest

SECTION 2.01. Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor’s right, title and interest in, to and under the Collateral (the “Security Interest”). Without limiting the foregoing, the Collateral Agent is hereby authorized to file one or more financing statements (including fixture filings), continuation statements, filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantors, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

SECTION 2.02. No Assumption of Liability. The Security Interest is granted as security only and shall not subject the 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 Collateral Agent and the Secured Parties that:

SECTION 3.01. Title and Authority. Each Grantor has good title to all Collateral material to its business and with respect to which it has purported to grant a Security Interest hereunder except for minor defects in title that do not interfere with its ability to conduct its business as currently conducted or to utilize such Collateral for its intended purposes subject to Permitted Encumbrances, and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval that has been obtained.

SECTION 3.02. Filings. The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein is correct and complete in all material respects. Fully executed Uniform Commercial Code financing statements (including the fixture filings listed on Schedule VII) or other appropriate filings, recordings or registrations containing a description of the Collateral have been delivered to the Collateral Agent for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate, which are all the filings, recordings and registrations (other than filings necessary to perfect a security interest in Fixtures and filings, if any, required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements.

SECTION 3.03. Validity of Security Interest. The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, (b) subject to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing (except Fixtures related to any piece of real estate that is neither (i) a Mortgaged Property nor (ii) subject to a fixture filing listed on Schedule VII), recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the UCC or other analogous applicable law in such jurisdictions and (c) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and proper recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, within the three month period (commencing as of the date hereof) pursuant to 35 U.S.C. §261 or 15 U.S.C. §1060 or the one month period (commencing as of the date hereof) pursuant to 17 U.S.C. §205 and otherwise as may be required to pursuant to the laws of any other necessary jurisdiction in the United States (or any political subdivision thereof) and its territories and possessions. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 3.04. Absence of Other Liens. The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. No Grantor has filed or consented to the filing of (a) any financing statement or analogous document under the UCC or any other applicable laws covering any Collateral, (b) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (c) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

ARTICLE IV

Covenants

SECTION 4.01. Records. Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any material part of the Collateral.

SECTION 4.02. Protection of Security. Each Grantor shall, at its own cost and expense, take any and all commercially reasonable actions necessary to defend title to the Collateral against all Persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 4.03. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. 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 not already pledged and delivered to the Collateral Agent hereunder, such note or instrument shall be promptly pledged and delivered to the Collateral Agent, duly endorsed in a manner reasonably satisfactory to the Collateral Agent.

SECTION 4.04. Inspection and Verification. The Collateral Agent and such Persons as the Collateral Agent may reasonably designate shall have the right 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, at reasonable times and intervals during normal business hours upon reasonable advance notice to the respective Grantor and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of the Collateral. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party in accordance with and subject to the provisions set forth in Section 9.12 of the Credit Agreement.

SECTION 4.05. Taxes; Encumbrances. At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral, in each case 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 Collateral Agent on demand for any payment

made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; provided, however, that nothing in this Section 4.05 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the 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, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

SECTION 4.06. Assignment of Security Interest. If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other Person to secure payment and performance of an Account, such Grantor shall promptly assign such security interest to the Collateral Agent to the extent permitted by any contracts or arrangements to which such property is subject. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other Person granting the security interest.

SECTION 4.07. Continuing Obligations of the Grantors. Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, unless such Grantor's failure to observe or perform any such condition or obligation would not result in a Material Adverse Effect.

SECTION 4.08. Use and Disposition of Collateral. None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, in either case except as expressly permitted by Section 6.02 of the Credit Agreement. None of the Grantors shall make or permit to be made any transfer of the Collateral and each Grantor shall remain at all times in possession of the Collateral owned by it, except that (a) Inventory may be sold in the ordinary course of business and (b) unless and until the Collateral Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Collateral in any manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document. Without limiting the generality of the foregoing, each Grantor agrees that it shall not permit any material portion of the Inventory to be in the possession or control of any warehouseman, bailee, agent or processor at any time unless within 45 days of the later of the date hereof and the date on which such warehouseman, bailee, agent or processor first acquires possession or control of such Inventory, (i) such warehouseman, bailee, agent or processor shall have been notified of the Security Interest and (ii) the applicable Grantor shall have used its commercially reasonable efforts to obtain such warehouseman's, bailee's, agent's or processor's agreement in writing to hold the Inventory subject to the Security Interest and the instructions of the Collateral Agent and to waive and release any Lien held by it with respect to such Inventory, whether arising by operation of law or otherwise.

SECTION 4.09. Limitation on Modification of Accounts. None of the Grantors will, without the Collateral Agent's prior written consent, grant any extension of the time of payment of any of the Accounts Receivable, 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 material credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices.

SECTION 4.10. Insurance. The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with Section 5.07 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the

purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.10, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

SECTION 4.11. Legend. If any Accounts Receivable of any Grantor are evidenced by chattel paper, such Grantor shall legend, in form and manner satisfactory to the Collateral Agent, such Accounts Receivable and its books, records and documents evidencing or pertaining thereto with an appropriate reference to the fact that such Accounts Receivable have been assigned to the Collateral Agent for the benefit of the Secured Parties and that the Collateral Agent has a security interest therein.

SECTION 4.12. Covenants Regarding Patent, Trademark and Copyright Collateral.

(a) Each Grantor agrees that it will not, and will use commercially reasonable efforts to ensure that its licensees will not, take or fail to take any action whereby any Patent that is material to the conduct of such Grantor's business may become invalidated or prematurely (after any steps to renew or extend such Grantor's rights therein that (i) are available to such Grantor pursuant to 15 U.S.C. Section 155, 155A and 156 or (ii) become available to such Grantor as a result of a Change in Law, have been taken) dedicated to the public, and agrees that it shall continue to mark any products covered by a material Patent with the relevant patent number as necessary and sufficient to establish and preserve its rights to the fullest extent (as they exist on the latter of the date hereof or the date on which such Patent is acquired) under applicable patent laws pursuant to which each such Patent is issued.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Grantor's business, (i) maintain such Trademark in full force free from any meritorious claim of abandonment or invalidity for non-use the adverse determination of which could result in a Material Adverse Effect, (ii) maintain the quality of products and services offered under such Trademark sufficient to preclude any findings by any Governmental Authority of abandonment, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law pursuant to which each such Trademark is registered and (iv) not knowingly use or knowingly permit its licensees or sublicensees to use such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through licensees) will, for each work covered by a material Copyright that it continues to publish, reproduce, display, adopt or distribute, provide appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws pursuant to which each such Copyright is issued.

(d) Each Grantor shall notify the Collateral Agent promptly if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any materially adverse determination or development (including the institution of any proceeding, or any materially adverse determination or development, in or by the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register, or to keep and maintain the same.

(e) Within 30 days after the end of each fiscal quarter of Holdings, each Grantor will deliver to the Collateral Agent a written supplement to the Schedules hereto showing any additional Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks and Trademark Licenses acquired by such Grantor after the date hereof, all to the extent and in the form necessary for filing in reasonable detail. Each Grantor shall, upon request of the Collateral Agent, execute and deliver any and all agreements, instruments, documents and papers as the Collateral Agent may request to evidence and perfect the Collateral Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will exercise its reasonable business judgment as to all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any comparable office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including, when applicable, timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be materially infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Collateral Agent and shall, if consistent with the Grantor's reasonable good business judgment, promptly sue to recover any and all damages and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon and during the continuance of an Event of Default, each Grantor shall use its best efforts to obtain all requisite consents or approvals from the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the Collateral Agent or its designee, except to the extent that the Collateral Agent shall determine that any such assignment would result in the permanent destruction of the value or validity of such License or the Intellectual Property that is the subject of such License; provided, however, that nothing in this sentence shall be construed as requiring or obligating the Collateral Agent or any Secured Party to make any such determination, and no action taken or permitted to be taken by the Collateral Agent or any Secured Party with respect to such determination shall give rise to any defense, counterclaim or offset in favor of any Grantor or to any claim or action against the Collateral Agent or any Secured Party.

SECTION 4.13 Each Grantor shall ensure that fully executed security agreements in the form hereof (or short-form supplements to this Agreement in form and substance reasonably satisfactory to the Collateral Agent) and containing a description of all Collateral consisting of Intellectual Property, to the extent and in the form necessary for filing, shall have been received within three months after the execution of this Agreement with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and within one month after the execution of this Agreement with respect to United States registered Copyrights by the Collateral Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction in the United States (or any political subdivision thereof) and its territories and possessions, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks

and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, or in any other necessary jurisdiction, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

ARTICLE V

Cash Account; Power of Attorney

SECTION 5.01. Cash Account. One or more accounts located in the United States have been established (collectively, the "U.S. Cash Account"), which accounts are subject to the terms of the Depository Agreement. Each financial institution with which an account that is part of the U.S. Cash Account has been established is referred to herein as a "Deposit Bank".

SECTION 5.02. Power of Attorney. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the Secured Parties, if an Event of Default shall have occurred and be continuing (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating 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 sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) 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; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (h) 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 necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; provided, however, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent or any Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent or any Secured Party, 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, and no action taken or omitted to be taken by the Collateral Agent or any Secured Party with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or to any claim or action against the Collateral Agent or any Secured Party. The Collateral Agent shall give prior or simultaneous notice to the Borrowers of its intent to begin taking actions under this Section 5.02; provided, however, that any failure to give such notice shall in no way affect the Collateral Agent's right, power or authority to take such actions. It is understood and agreed that the appointment of the Collateral Agent as the agent and attorney-in-fact of the Grantors for the purposes set forth above is coupled with an interest and is irrevocable. The provisions of this Section shall in no event relieve any Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or any Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any Secured Party of any other or further right that it

may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise.

ARTICLE VI

Remedies

SECTION 6.01. Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (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 such Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine, except to the extent such assignment, transfer, conveyance or grant of a license or sublicense would result in the permanent destruction of the validity or value of the Intellectual Property that is the subject of such license and (b) with or without legal process and with or without prior 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 UCC or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the 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 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 Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale (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 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 such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal that 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. Except as provided below, the Collateral Agent shall give prior or simultaneous notice to the Borrowers of its intent to begin taking actions under this Section 6.01; provided, however, that any failure to give such notice shall in no way affect the Collateral Agent's right, power or authority to take such actions.

The Collateral Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the 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 Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The 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 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 Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the 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 Section 6.01, 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 make payment on account thereof by using any 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, except that any remaining proceeds thereof shall be delivered to the Grantors to the extent required by Section 6.02. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the 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 Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full in cash. As an alternative to exercising the power of sale herein conferred upon it, the 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.

SECTION 6.02. Application of Proceeds. The Collateral Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Administrative Agent or the Collateral Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the reasonable fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 6.03. Grant of License to Use Intellectual Property. For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor

hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property (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 therewith) now owned or hereafter acquired by such Grantor, except to the extent that the granting of such license would (i) result in the permanent destruction of the validity or value of such Intellectual Property or (ii) violate the terms of any licensing agreements relating to such Intellectual Property existing on the later of the date hereof and the date on which such Intellectual Property is acquired by a Grantor, *provided* that such Grantor and Holdings have each used commercially reasonable efforts to remove or prevent the inclusion of such restrictions from the relevant license or sublicense, 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. The use of such license by the Collateral Agent shall be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default; *provided* that any license, sub-license or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

ARTICLE VII

Miscellaneous

SECTION 7.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Guarantor shall be given to it at its address or telecopy number set forth on Schedule I, with a copy to the Borrowers.

SECTION 7.02. Security Interest Absolute. All rights of the Collateral Agent hereunder, the Security Interest and all obligations of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the 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 Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan 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 Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 7.03. Survival of Agreement. All covenants, agreements, representations and warranties made by any Grantor herein 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 making by the Lenders of the Loans and the issuance of Letters of Credit by the Issuing Banks, and the execution and delivery to the Lenders of any notes evidencing such Loans, regardless of any investigation made by the Lenders or on their behalf, and shall continue in full force and effect until this Agreement shall terminate.

SECTION 7.04. 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 Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the 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 other Loan Documents. 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 7.05. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.06. Collateral Agent's Fees and Expenses; Indemnification. (a) Each Grantor jointly and severally agrees to pay upon demand to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, that the Collateral Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from or other realization upon, any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of the Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof applicable to it.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent and the other Indemnitees against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, disbursements and other charges of counsel, incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any Lender. All amounts due under this Section 7.06 shall be payable on written demand therefor.

SECTION 7.07. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7.08. Waivers; Amendment. (a) No failure or delay of the Collateral Agent in exercising any power or right 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 Collateral Agent hereunder and of the Collateral Agent, the Administrative Agent, the Issuing Bank and the Lenders under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any

Grantor in any case shall entitle such Grantor or any other 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 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 9.02 of the Credit Agreement.

SECTION 7.09. 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, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (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 7.09.

SECTION 7.10. Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein 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 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 7.11. Counterparts; Integration; Effectiveness. This Agreement 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 (subject to Section 7.04). This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective as provided in Section 7.04. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7.12. Rules of Interpretation. The rules of interpretation specified in Section 1.03 of the Credit Agreement shall be applicable to this Agreement. Article and Section headings used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 7.13. Jurisdiction; Consent to Service of Process. (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, 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 such New York State or, to the extent permitted by law, in such Federal 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 shall affect any right that the Collateral Agent, the Administrative Agent, any Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that 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 the other Loan Documents in any New York State or Federal court. 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 7.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law. Each Grantor hereby appoints the U.S. Borrower as its agent for service of process in the United States, and the U.S. Borrower hereby accepts such appointment.

SECTION 7.14. Termination. This Agreement and the Security Interest shall terminate when all the Obligations have been indefeasibly paid in full in cash, the Lenders have no further commitment to lend under the Credit Agreement, the LC Exposure has been reduced to zero and the Issuing Banks have no further obligation to issue Letters of Credit under the Credit Agreement, at which time the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents that the Grantors shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 7.14 shall be without recourse to or warranty by the Collateral Agent. In the event that a Grantor (a) ceases to be a Subsidiary (as such term is used in the Credit Agreement) pursuant to a transaction permitted under the Loan Documents or (b) is (i) a Permitted Spinoff Subsidiary in respect of which a Permitted Spinoff has been consummated or (ii) a direct or indirect subsidiary of any such Permitted Spinoff Subsidiary, such Grantor shall be released from its obligations under this Agreement and the Security Interest in the Collateral of such Grantor shall be released without further action. In connection with any termination or release pursuant to this Section 7.14, the Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release. The Security Interest in any Collateral that is sold, transferred or otherwise disposed of in accordance with this Agreement, the Credit Agreement and the other Loan Documents (including pursuant to a waiver or amendment of the terms thereof) shall automatically terminate and be released, and such Collateral shall be sold free and clear of the Lien and Security Interest created hereby. In connection with any of the foregoing, the Collateral Agent shall execute and deliver to the Grantors or the Grantors' designee, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents that the Grantors shall reasonably request from time to time to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 7.14 shall be without recourse to or warranty by the Collateral Agent.

SECTION 7.15. Additional Grantors. Pursuant to Section 5.12 of the Credit Agreement and the Collateral and Guarantee Requirement, (a) each Subsidiary that is a U.S. Loan Party that is formed or acquired after the Effective Date, (b) each other Loan Party that is formed or acquired after the Effective Date that owns property that would constitute Collateral if such Loan Party were a party hereto and (c) each Moribund Subsidiary that would have been a Subsidiary Loan Party had it not been designated as a Moribund Subsidiary that ceases to be a Moribund Subsidiary is required to enter into this Agreement as a Grantor upon becoming a Subsidiary Loan Party. Upon execution and delivery by the Collateral Agent and a Subsidiary of an instrument in the form of Annex 2 hereto, such Subsidiary shall become 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.

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

NEW SAC,

by William L. Hudson
Name: William L. Hudson
Title: secretary

U.S. Security Agreement

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SEAGATE REMOVABLE STORAGE
SOLUTIONS HOLDINGS,

by William L. Hudson

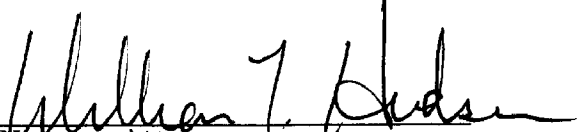
Name: William L. Hudson

Title: Secretary

U.S. Security Agreement

TRADEMARK
REEL: 002222 FRAME: 0733

SEAGATE REMOVABLE STORAGE
SOLUTIONS (US) HOLDINGS, INC.,

by 
Name: William L. Hudson
Title: secretary

U.S. Security Agreement

TRADEMARK
REEL: 002222 FRAME: 0734

SEAGATE US LLC,

by William L. Hudson
Name: William L. Hudson
Title: Secretary

U.S. Security Agreement

TRADEMARK
REEL: 002222 FRAME: 0735

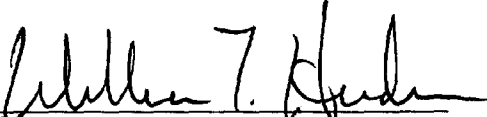
REDWOOD ACQUISITION CORPORATION,

by William L. Hudson
Name: William L. Hudson
Title: Secretary

U.S. Security Agreement

TRADEMARK
REEL: 002222 FRAME: 0736

SEAGATE TECHNOLOGY
INTERNATIONAL,

by 
Name: William L. Hudson
Title: Assistant Secretary

U.S. Security Agreement

TRADEMARK
REEL: 002222 FRAME: 0737

SEAGATE SOFTWARE (CAYMAN)
HOLDINGS,

by William L. Hudson
Name: William L. Hudson
Title: Secretary

U.S. Security Agreement

TRADEMARK
REEL: 002222 FRAME: 0738

XIOTECH CORPORATION,

by William L. Hudson

Name: William L. Hudson

Title: Senior Vice President,
General Counsel and
Corporate Secretary

U.S. Security Agreement

TRADEMARK
REEL: 002222 FRAME: 0739

SEAGATE SOFTWARE INFORMATION
MANAGEMENT GROUP
HOLDINGS, INC.,

by Stephen P. Ardell
Name:
Title:

U.S. Security Agreement

TRADEMARK
REEL: 002222 FRAME: 0740

SEAGATE SOFTWARE INFORMATION
MANAGEMENT GROUP LTD.,

by Stephen P. Sedler
Name:
Title:

U.S. Security Agreement

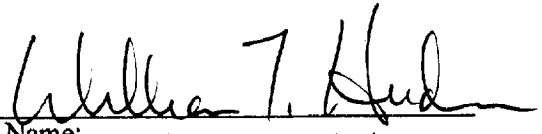
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SEAGATE TECHNOLOGY HOLDINGS,

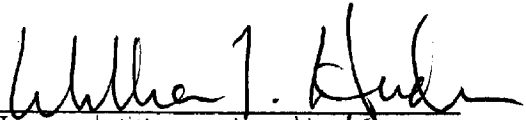
by William T. Hudson
Name: William T. Hudson
Title: secretary

U.S. Security Agreement

TRADEMARK
REEL: 002222 FRAME: 0742

by 
Name: william L. Hudson
Title: secretary

SEAGATE TECHNOLOGY SAN HOLDINGS,

by 
Name: William C. Hudson
Title: Secretary

U.S. Security Agreement

TRADEMARK
REEL: 002222 FRAME: 0744

SEAGATE TECHNOLOGY LLC,

by William L. Hudson
Name: William L. Hudson
Title: Secretary

U.S. Security Agreement

TRADEMARK
REEL: 002222 FRAME: 0745

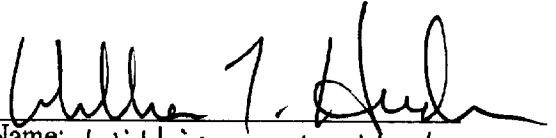
SEAGATE SINGAPORE DISTRIBUTION
PTE. LTD.,

by William L. Hudson
Name: William L. Hudson
Title: Director

U.S. Security Agreement

TRADEMARK
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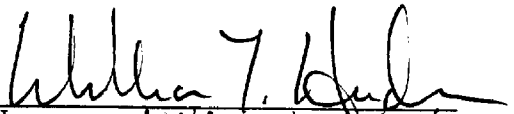
SEAGATE TECHNOLOGY (IRELAND),

by 
Name: William L. Hudson
Title: Director

U.S. Security Agreement

TRADEMARK
REEL: 002222 FRAME: 0747

SEAGATE RSS LLC,

by 
Name: William L. Hudson
Title: Secretary

U.S. Security Agreement

TRADEMARK
REEL: 002222 FRAME: 0748

SEAGATE REMOVABLE STORAGE
SOLUTIONS LLC,

by William J. Hudson
Name: William C. Hudson
Title: Secretary

U.S. Security Agreement

TRADEMARK
REEL: 002222 FRAME: 0749

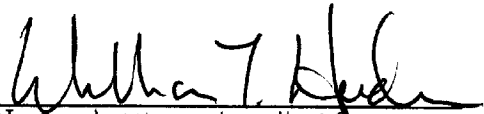
SEAGATE TECHNOLOGY (US) HOLDINGS,
INC.,

by William T. Hudson
Name: William C. Hudson
Title: Secretary

U.S. Security Agreement

TRADEMARK
REEL: 002222 FRAME: 0750

QUINTA CORPORATION,

by 
Name: William L. Hudson
Title: Secretary

U.S. Security Agreement

TRADEMARK
REEL: 002222 FRAME: 0751

THE CHASE MANHATTAN BANK, as
Collateral Agent,

by Marcia N. Schul
Name:
Title:

GUARANTORS

Guarantor	Address
New SAC	c/o Seagate Technology LLC
Seagate Technology Investment Holdings LLC	920 Disc Drive
Seagate Technology Holdings	Scotts Valley, CA 95067
Seagate Technology HDD Holdings	
Seagate Technology (US) Holdings, Inc.	
Seagate Technology LLC	
Seagate US LLC	
Redwood Acquisition Corporation	
Quinta Corporation	
Seagate Technology International	
Seagate Technology (Thailand) Limited	
Seagate Technology China Holding Company	
Seagate Technology Asia Holdings	
Seagate Technology (Ireland)	
Seagate Technology Media (Ireland)	
Seagate Technology-Reynosa, S. de R.L. de C.V.	
Nippon Seagate Inc.	
Seagate Singapore Distribution Pte. Ltd.	
Seagate Distribution (UK) Limited	
Seagate Technology (Marlow) Limited	
Seagate Technology Far East Holdings	
Seagate Technology (Philippines)	
Seagate Technology SAN Holdings	
XIOtech Corporation	
XIOtech (Canada) Ltd.	
Seagate Removable Storage Solutions Holdings	
Seagate Removable Storage Solutions (US) Holdings, Inc.	
Seagate Removable Storage Solutions LLC	
Seagate RSS LLC	
Seagate Removable Storage Solutions International	
Seagate Software (Cayman) Holdings	c/o Seagate Software Information
Seagate Software (Canada), Inc.	Management Group Holdings, Inc.
Nippon Seagate Software Inc.	915 Disc Drive
Seagate Software Pte Ltd	Scott's Valley, CA 95067
Seagate Software Information Management Group Holdings, Inc.	
Seagate Software Information Management Group Limited	

COPYRIGHTS

None .

CROSS-LICENSE AGREEMENTS

<u>PARTIES</u>	<u>DATE</u>
AKASHIC Kubota Corporation/Akashic Memories Corporation/ Seagate Technology, Inc.	January 1, 1996
AMC Applied Magnetics Corporation/Seagate Technology, Inc.	December 10, 1994
AREAL Areal Technology, Inc./Seagate Technology, Inc.	April 29, 1993
ASAHI/ KOMAG Asahi Komag, Co., Ltd./Seagate Technology, Inc.	July 31, 1995
CERIDIAN (Formerly known as CONTROL DATA CORPORATION) Control Data Corporation/Imprimis Technology Incorporated/ Magnetic Peripherals Inc./Seagate Technology, Inc./ Seagate Technology International	September 29, 1989
FUJITSU LTD. Fujitsu Limited/Seagate Technology, Inc.	December 16, 1996
HEADWAY Headway Technologies, Inc./Seagate Technology, Inc.	February 1, 1995
HEWLETT- PACKARD Hewlett-Packard Company/Seagate Technology, Inc.	February 3, 1993
HITACHI Hitachi, Ltd./Seagate Technology, Inc. Hitachi, Ltd/Seagate Technology, Inc./Mike _____	June 8, 2000 July 26, 1993
IBM- SEAGATE International Business Machines Corporation/Seagate Technology, Inc.	January 20, 1999
KOMAG Komag, Inc./Seagate Technology, Inc.	May 1, 1997
MAXTOR Maxtor Corporation/Seagate Technology, Inc.	July 30, 1998
HYUNDAI Hyundai Electronics of America, Inc./Seagate Technology, Inc.	April 1, 1998
MICROPOLIS Micropolis (S) PTE Ltd./Seagate Technology, Inc.	January 1, 1997
MINEBEA Minebea Co., Ltd./Seagate Technology, Inc.	February 29, 2000
MOBILE STORAGE TECHNOLOGY (Formerly known as INTEGRAL PERIPHERALS INC.) Mobile Storage Technology/Seagate Technology, Inc.	January 1, 1998
NEC NEC Corporation/Seagate Technology, Inc.	November 9, 1993
NIDEC Nidec Corporation/Seagate Technology, Inc.	April 1, 2000
QUANTUM Quantum Corporation/Seagate Technology, Inc.	July 7, 1992

READ-RITE	Read-Rite/Seagate Technology, Inc.	December 31, 1994
SANKYO SEIKI	Sankyo Seiki Mfg., Co., Ltd./Seagate Technology, Inc.	July 1, 1997
SHOWA DENKO	Showa Denko/Seagate Technology, Inc.	June 30, 1995
STORMEDIA	Stormedia Inc., Co., Ltd./Seagate Technology, Inc.	July 1, 1995
TDK	TDK Corporation/Seagate Technology, Inc.	November 1, 1995
TOSHIBA	Toshiba Corporation/Seagate Technology, Inc.	February 3, 1994
WESTERN DIGITAL	Western Digital Corporation/Seagate Technology, Inc.	January 1, 1997
YAMAHA	Yamaha Corporation/Seagate Technology, Inc.	December 7, 1998

KNOW-HOW AGREEMENTS

<u>PARTIES</u>		<u>DATE</u>
HEADWAY	Headway Technologies/Seagate Technology, Inc.	April 27, 1998
INTEGRAL PERIPHERALS	Integral Peripherals, Inc./Seagate Technology, Inc.	January 1, 1998
MINEBEA	Minebea Co., Ltd./Seagate Technology, Inc.	February 29, 2000
NIDEC	Nidec Corporation/Seagate Technology, Inc.	April 24, 2000
OBERG	Oberg Industries, Inc./Seagate Technology, Inc.	December 8, 1997
OEM	Cobalt Networks, Inc./Seagate Technology, Inc.	March 23, 2000
SANKYO	Sankyo Seiki Mfg. Co., Ltd./Seagate Technology, Inc.	July 17, 1997
SEIKO	Seiko Instruments, Inc./Seagate Technology, Inc.	January 31, 1998
SGS-THOMSON	SGS-Thomson Microelectronics N.V./ Seagate Technology, Inc./Seagate Microelectronics Ltd.	May 1, 1998
VEECO	Veeco Minneapolis Technology Center, Inc./ Seagate Technology, Inc.	February 11, 2000

LICENSE AGREEMENTS AND SETTLEMENT AGREEMENTS

<u>PARTIES</u>		<u>DATE</u>
AINE	Harry E. Aine/Seagate Technology, Inc.	June 11, 1993
ATASI CORP.	Atasi Corporation/Atasi Trust/Paul L. Farmer and Kenneth Broadbent, as Trustees of Atasi Trust/Seagate Technology, Inc./Robinson & Wood, Inc./Limbach & Limbach	July 15, 1992
COHEN	Dr. Uri Cohen/Magnetic Peripherals	October 31, 1998
CONNER/ FUJITSU	Conner Peripherals, Inc./Fujitsu Limited	February 17, 1993
CONNER/ PRAIRIE TEK	Prairietek Corporation/Committee of Unsecured Creditors/ Conner Peripherals/Alps Electric (USA), Inc./Alps Electric Co., Ltd. Conner Peripherals, Inc./Prairietek Corporation/Alps Electric Co., Ltd./Alps Electric (USA), Inc. Conner Peripherals, Inc./Alps Electric Co., Ltd.	March 20, 1992 March 20, 1992 April 2, 1992
DENSE-PAC	Dense-Pac Microsystems, Inc./Seagate Technology, Inc.	August 23, 1999
EXAR	Exar Corporation/Seagate Technology, Inc. Exar Corporation/Seagate Technology, Inc.	May 14, 1991 July 1, 1991
HEDGCOTH	Susan Alexander Hedgcoth/Seagate Technology, Inc.	December 4, 1998
HITACHI, LTD.	Hitachi, Ltd/Seagate Technology, Inc.	June 8, 2000
HITACHI/ IBM		
KFA	Forschungszentrum Jülich GmbH/Seagate Technology, Inc.	July 24, 1997
LEMELSON	Lemelson Medical, Education and Research Foundation, Limited Partnership/Seagate Technology, Inc.	August 7, 1999
3M	Minnesota Mining and Manufacturing Company/3M Innovative Properties Company/Seagate Technology LLC	October 17, 2000

MAYNARD	Ronald Maynard, Microdomain/Quinta Corporation, Quinta Partnership/Steven Kitrosser/Robert G. Teal/ Joseph E. David/Jeffery P. Wilde Read-Rite Corporation/Seagate Technology, Inc. Sierra Ventures V, O. P./Sierra Ventures V, L. P.	February & March 2000
MILLER/ LINDHOLD	Magnetic Peripherals, Inc./Michael A. Miller/Robert A. Lindholm	July 10, 1989
PAPST	Papst Licensing GmbH/Seagate Technology, Inc	April 16, 1993
PEMSTAR	Pemstar, Inc./Seagate Technology, LLC	August 27, 2000
STANFORD	The Board of Trustees of the Leland Stanford Junior University/ Quinta Corporation/Seagate Technology, Inc.	July 14, 1998
THOMAS & BETTS	Thomas & Betts Corporation/Seagate Technology, Inc.	December 20, 1999
WHITE	Dr. James W. White/Seagate Technology, Inc.	February 11, 1999

Seagate Removable Storage Solutions LLC
License Agreements

ARCHIVE/CONNER AND SEAGATE TAPE RELATED AGREEMENTS

PARTIES	DATE
Archive - HP DDS Agmt	04/25/88
Archive - HP DDS Mod. Agmt	04/25/88
Irwin/Mountain Computer	09/16/88
Archive/HP/Unisys patent license Software	07/09/90
Archive/HP/Unisys patent license -Drive	07/09/90
Archive/HP/Unisys patent license IC	07/09/90
Archive/DEC	10/08/90
Archive/Sankyo Seiki	10/08/90
Archive/MKE	05/22/91
Archive/Anritsu	01/01/92
Archive/Y-E Data	01/01/92
Conner - Overland data	05/23/92
Conner/3M	06/05/92
Archive/Rexon Incorporated	06/12/92
Conner Storage Systems Group/Avail Systems Corporation	04/01/93
Archive/Conner/Iomega	12/01/93
Conner -HP DDS-2	02/09/94
Conner/IBM software license agreement	02/17/94
Conner/3M Drive License	03/20/95
Conner/3M Tape Cartridge license	10/10/95
Conner - HP DDS-3	10/26/95
Conner/3M Drive sublicense agreement	11/08/95
Seagate/Imation/ARC/PRTI ATP agreement	07/01/96
Seagate/HP/IBM LTO format dev. Agmt	12/01/96
Seagate-Imation Travan TR-5 Agmt	09/01/97
Seagate-HP LTO tape head development agreement	09/23/97
Seagate-Hi/Fn agreement to grant patent licenses to Hi/Fn patents LTO-AP7	02/05/98
Seagate - HP DDS term ext. Agmt	04/24/98
HP (Licensee) /Seagate/IBM Ultrium Tape drive lic. Agmt	06/01/98
IBM (Licensee) /Seagate/HP Ultrium Tape cartridge Lic. Agmt	06/01/98
IBM (Licensee) /Seagate/HP Ultrium Tape drive Lic. Agmt	06/01/98
Seagate (Licensee) /HP/IBM Ultrium Tape drive lic. Agmt	06/01/98
Seagate - HP DDS 4	01/26/99
Seagate - Imation Tape path dev. Agmt	09/15/99
Seagate-Hi-fn patent license agreement for Seagate LTO drives	12/16/99

LTO Generation 1 License Agreements

Effective Date	Company	Enhanced	Enhanced	Basic	Enhanced	Enhanced	Basic
		AP 1 8 mm Drive	AP 2 8 mm Tape	AP 3 8 mm Spec	AP 4 1/2 " Drive	AP 5 1/2 " Tape	AP 6 1/2 " Spec
13-Apr-98	Mountain Engineering II, Inc.						X
29-Apr-98	FCPA - Intellistor R&D						X
08-May-98	Philips Semiconductors Gratkorn GmbH						X
28-May-98	NEC Corporation			X			X
01-Jun-98	Hewlett-Packard Ltd.				X		
01-Jun-98	IBM Corporation	X			X		
01-Jun-98	Seagate Technology, Inc.				X		
25-Jun-98	Fujitsu Limited						X
01-Jul-98	Verbatim Corporation					X	
07-Jul-98	Imation Corp.					X	
10-Jul-98	Accutronics, Inc.						X
13-Jul-98	Emtec Magnetics GmbH					X	
13-Jul-98	Hi/fn, Inc.						X
14-Jul-98	Quantegy Inc.			X			X
17-Aug-98	Imation Corp.			X			
20-Aug-98	Fujitsu Limited				X		
28-Sep-98	Quantegy Inc.					X	
22-Oct-98	Alps Electric Co., Ltd.						X
28-Jan-99	Benchmark Tape Systems Corp.						X
08-Apr-99	Matsushita Electric Industry			X			
08-Apr-99	Matsushita Electric Industry			X			
15-Jun-99	Exabyte Corporation						X
16-Jun-99	Mitsumi Electric Co., Ltd. Eng. Dept. FME Division						X
21-Jun-99	Mountain Engineering II, Inc.			X			
22-Jun-99	Otari, Inc.						X
30-Jun-99	Hitachi Maxell, Ltd.					X	
01-Aug-99	TDK Corporation					X	
06-Aug-99	Advanced Research Corp.						X
10-Aug-99	ATL Products, Inc.						X
19-Oct-99	Plasmon IDE, Inc.						X
22-Oct-99	Sony Corporation						X

TRADEMARK
REEL: 002222 FRAME: 0763

US Security Agreement Schedule VI “Excluded Licenses”

QUANTUM	Quantum Corporation/Seagate Technology, Inc.	July 7, 1992
READ-RITE	Read-Rite/Seagate Technology, Inc.	December 31, 1994
SANKYO SEIKI	Sankyo Seiki Mfg., Co., Ltd./Seagate Technology, Inc.	July 1, 1997
SHOWA DENKO	Showa Denko/Seagate Technology, Inc.	June 30, 1995
STORMEDIA	Stormedia Inc., Co., Ltd./Seagate Technology, Inc.	July 1, 1995
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TOSHIBA	Toshiba Corporation/Seagate Technology, Inc.	February 3, 1994
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YAMAHA	Yamaha Corporation/Seagate Technology, Inc.	December 7, 1998

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<u>PARTIES</u>		<u>DATE</u>
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OEM	Cobalt Networks, Inc./Seagate Technology, Inc.	March 23, 2000
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SEIKO	Seiko Instruments, Inc./Seagate Technology, Inc.	January 31, 1998
SGS-THOMSON	SGS-Thomson Microelectronics N.V./ Seagate Technology, Inc./Seagate Microelectronics Ltd.	May 1, 1998
VEECO	Veeco Minneapolis Technology Center, Inc./ Seagate Technology, Inc.	February 11, 2000

LICENSE AGREEMENTS AND SETTLEMENT AGREEMENTS

<u>PARTIES</u>		<u>DATE</u>
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CONNER/ FUJITSU	Conner Peripherals, Inc./Fujitsu Limited	February 17, 1993
CONNER/ PRAIRIE TEK	Prairietek Corporation/Committee of Unsecured Creditors/ Conner Peripherals/Alps Electric (USA), Inc./Alps Electric Co., Ltd. Conner Peripherals, Inc./Prairietek Corporation/Alps Electric Co., Ltd./Alps Electric (USA), Inc. Conner Peripherals, Inc./Alps Electric Co., Ltd.	March 20, 1992 March 20, 1992 April 2, 1992
DENSE-PAC	Dense-Pac Microsystems, Inc./Seagate Technology, Inc.	August 23, 1999
HEDGCOTH	Susan Alexander Hedgcoth/Seagate Technology, Inc.	December 4, 1998
HITACHI, LTD.	Hitachi, Ltd/Seagate Technology, Inc.	June 8, 2000
HITACHI/ IBM		
KFA	Forschungszentrum Jülich GmbH/Seagate Technology, Inc.	July 24, 1997
LEMELSON	Lemelson Medical, Education and Research Foundation, Limited Partnership/Seagate Technology, Inc.	August 7, 1999
3M	Minnesota Mining and Manufacturing Company/3M Innovative Properties Company/Seagate Technology LLC	October 17, 2000

US Security Agreement Schedule VI "Excluded Licenses"

MAYNARD	Ronald Maynard, Microdomain/Quinta Corporation, Quinta Partnership/Steven Kitrosser/Robert G. Teal/ Joseph E. David/Jeffery P. Wilde Read-Rite Corporation/Seagate Technology, Inc. Sierra Ventures V, O. P./Sierra Ventures V, L. P.	February & March 2000
PAPST	Papst Licensing GmbH/Seagate Technology, Inc	April 16, 1993
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THOMAS & BETTS	Thomas & Betts Corporation/Seagate Technology, Inc.	December 20, 1999
WHITE	Dr. James W. White/Seagate Technology, Inc.	February 11, 1999

Seagate Removable Storage Solutions LLC related License Agreements

PARTIES	DATE
Archive - HP DDS Agmt	04/25/88
Archive - HP DDS Mod. Agmt	04/25/88
Irwin/Mountain Computer	09/16/88
Archive/HP/Unisys patent license Software	07/09/90
Archive/HP/Unisys patent license -Drive	07/09/90
Archive/HP/Unisys patent license IC	07/09/90
Archive/DEC	10/08/90
Archive/Sankyo Seiki	10/08/90
Archive/MKE	05/22/91
Archive/Anritsu	01/01/92
Archive/Y-E Data	01/01/92
Conner - Overland data	05/23/92
Conner/3M	06/05/92
Archive/Rexon Incorporated	06/12/92
Conner Storage Systems Group/Avail Systems Corporation	04/01/93
Archive/Conner/lomega	12/01/93
Conner -HP DDS-2	02/09/94
Conner/IBM software license agreement	02/17/94
Conner/3M Drive License	03/20/95
Conner - HP DDS-3	10/26/95
Conner/3M Drive sublicense agreement	11/08/95
Seagate/Imation/ARC/PRTI ATP agreement	07/01/96
Seagate/HP/IBM LTO format dev. Agmt	12/01/96
Seagate-Imation Travan TR-5 Agmt	09/01/97
Seagate-HP LTO tape head development agreement	09/23/97
Seagate-Hi/Fn agreement to grant patent licenses to Hi/Fn patents LTO-AP7	02/05/98
Seagate - HP DDS term ext. Agmt	04/24/98
HP (Licensee) /Seagate/IBM Ultrium Tape drive lic. Agmt	06/01/98
IBM (Licensee) /Seagate/HP Ultrium Tape cartridge Lic. Agmt	06/01/98
IBM (Licensee) /Seagate/HP Ultrium Tape drive Lic. Agmt	06/01/98
Seagate (Licensee) /HP/IBM Ultrium Tape drive lic. Agmt	06/01/98
Seagate - HP DDS 4	01/26/99
Seagate - Imation Tape path dev. Agmt	09/15/99
Seagate-Hi-fn patent license agreement for Seagate LTO drives	12/16/99

LTO Generation 1 License Agreements

Effective Date	Company	Enhanced AP 1 8 mm Drive	Enhanced AP 2 8 mm Tape	Basic AP 3 8 mm Spec	Enhanced AP 4 1/2 " Drive	Enhanced AP 5 1/2 " Tape	Basic AP 6 1/2 " Spec
13-Apr-98	Mountain Engineering II, Inc.						X
29-Apr-98	FCPA - Intellistor R&D						X
08-May-98	Philips Semiconductors Gratkorn GmbH						X
28-May-98	NEC Corporation			X			X
01-Jun-98	Hewlett-Packard Ltd.				X		
01-Jun-98	IBM Corporation	X			X		
01-Jun-98	Seagate Technology, Inc.				X		
25-Jun-98	Fujitsu Limited						X
01-Jul-98	Verbatim Corporation					X	
07-Jul-98	Imation Corp.					X	
10-Jul-98	Accutronics, Inc.						X
13-Jul-98	Emtec Magnetics GmbH					X	
13-Jul-98	Hi/fn, Inc.						X
14-Jul-98	Quantegy Inc.			X			X
17-Aug-98	Imation Corp.			X			
20-Aug-98	Fujitsu Limited				X		
28-Sep-98	Quantegy Inc.					X	
22-Oct-98	Alps Electric Co., Ltd.						X
28-Jan-99	Benchmark Tape Systems Corp.						X
08-Apr-99	Matsushita Electric Industry			X			
08-Apr-99	Matsushita Electric Industry			X			
15-Jun-99	Exabyte Corporation						X
16-Jun-99	Mitsumi Electric Co., Ltd. Eng. Dept. FME Division						X
21-Jun-99	Mountain Engineering II, Inc.			X			
22-Jun-99	Otari, Inc.						X
30-Jun-99	Hitachi Maxell, Ltd.					X	
01-Aug-99	TDK Corporation					X	
06-Aug-99	Advanced Research Corp.						X
10-Aug-99	ATL Products, Inc.						X
19-Oct-99	Plasmon IDE, Inc.						X
22-Oct-99	Sony Corporation						X

Seagate Removable Storage Solutions LLC related License Agreements

PARTIES	DATE
Archive - HP DDS Agmt	04/25/88
Archive - HP DDS Mod. Agmt	04/25/88
Irwin/Mountain Computer	09/16/88
Archive/HP/Unisys patent license Software	07/09/90
Archive/HP/Unisys patent license -Drive	07/09/90
Archive/HP/Unisys patent license IC	07/09/90
Archive/DEC	10/08/90
Archive/Sankyo Seiki	10/08/90
Archive/MKE	05/22/91
Archive/Anritsu	01/01/92
Archive/Y-E Data	01/01/92
Conner - Overland data	05/23/92
Conner/3M	06/05/92
Archive/Rexon Incorporated	06/12/92
Conner Storage Systems Group/Avail Systems Corporation	04/01/93
Archive/Conner/lomega	12/01/93
Conner -HP DDS-2	02/09/94
Conner/IBM software license agreement	02/17/94
Conner/3M Drive License	03/20/95
Conner - HP DDS-3	10/26/95
Conner/3M Drive sublicense agreement	11/08/95
Seagate/Imation/ARC/PRTI ATP agreement	07/01/96
Seagate/HP/IBM LTO format dev. Agmt	12/01/96
Seagate-Imation Travan TR-5 Agmt	09/01/97
Seagate-HP LTO tape head development agreement	09/23/97
Seagate-Hi/Fn agreement to grant patent licenses to Hi/Fn patents LTO-AP7	02/05/98
Seagate - HP DDS term ext. Agmt	04/24/98
HP (Licensee) /Seagate/IBM Ultrium Tape drive lic. Agmt	06/01/98
IBM (Licensee) /Seagate/HP Ultrium Tape cartridge Lic. Agmt	06/01/98
IBM (Licensee) /Seagate/HP Ultrium Tape drive Lic. Agmt	06/01/98
Seagate (Licensee) /HP/IBM Ultrium Tape drive lic. Agmt	06/01/98
Seagate - HP DDS 4	01/26/99
Seagate - Imation Tape path dev. Agmt	09/15/99
Seagate-Hi-fn patent license agreement for Seagate LTO drives	12/16/99

LTO Generation 1 License Agreements

Effective Date	Company	Enhanced	Enhanced	Basic	Enhanced	Enhanced	Basic
		AP 1 8 mm Drive	AP 2 8 mm Tape	AP 3 8 mm Spec	AP 4 1/2 " Drive	AP 5 1/2 " Tape	AP 6 1/2 " Spec
13-Apr-98	Mountain Engineering II, Inc.						X
29-Apr-98	FCPA - Intellistor R&D						X
08-May-98	Philips Semiconductors Gratkorn GmbH						X
28-May-98	NEC Corporation			X			X
01-Jun-98	Hewlett-Packard Ltd.				X		
01-Jun-98	IBM Corporation	X			X		
01-Jun-98	Seagate Technology, Inc.				X		
25-Jun-98	Fujitsu Limited						X
01-Jul-98	Verbatim Corporation					X	
07-Jul-98	Imation Corp.					X	
10-Jul-98	Accutronics, Inc.						X
13-Jul-98	Emtec Magnetics GmbH					X	
13-Jul-98	Hi/fn, Inc.						X
14-Jul-98	Quantegy Inc.			X			X
17-Aug-98	Imation Corp.			X			
20-Aug-98	Fujitsu Limited				X		
28-Sep-98	Quantegy Inc.					X	
22-Oct-98	Alps Electric Co., Ltd.						X
28-Jan-99	Benchmark Tape Systems Corp.						X
08-Apr-99	Matsushita Electric Industry			X			
08-Apr-99	Matsushita Electric Industry			X			
15-Jun-99	Exabyte Corporation						X
16-Jun-99	Mitsumi Electric Co., Ltd. Eng. Dept. FME Division						X
21-Jun-99	Mountain Engineering II, Inc.			X			
22-Jun-99	Otari, Inc.						X
30-Jun-99	Hitachi Maxell, Ltd.					X	
01-Aug-99	TDK Corporation					X	
06-Aug-99	Advanced Research Corp.						X
10-Aug-99	ATL Products, Inc.						X
19-Oct-99	Plasmon IDE, Inc.						X
22-Oct-99	Sony Corporation						X

FIXTURE FILINGS

Debtor

1. Seagate Technology LLC
2. Seagate Technology LLC
3. Seagate Technology LLC
4. Seagate Technology LLC
5. Seagate Technology LLC

Jurisdiction

Boulder County, CO
Santa Cruz County, CA
Canadian County, OK
Hennepin County, MN
Scott County, MN

US Security Agreement Schedule VIII "LTO Related IP"

Owner: Jointly owned with HP/IBM

Trademark Name	Country Name	App. No.	Reg. No.	Filing Date	Reg. Date
LTO	Austria		181719		4/21/1999
LTO LOGO	Austria		183767		8/25/1999
ULTRIUM	Austria		181721		8/25/1999
ACCELIS	Austria				
ACCELIS LOGO	Austria	AM1192/99		01-Mar-1999	
LINEAR TAPE-OPEN	Austria	AM6698/98		28-Oct-1998	
ULTRIUM LOGO	Austria	AM1193/99		01-Mar-1999	
ACCELIS	Benelux	925762		28-Oct-1998	
ACCELIS LOGO	Benelux	933253		25-Feb-1999	
LINEAR TAPE-OPEN	Benelux	925761		28-Oct-1998	
LTO	Benelux	925759		28-Oct-1998	
LTO LOGO	Benelux	933501		02-Mar-1999	
ULTRIUM	Benelux	925760		28-Oct-1998	
ULTRIUM LOGO	Benelux	933258		25-Feb-1999	
ACCELIS	Brazil				
ACCELIS SERVICE MARK	Brazil				
ACCELIS LOGO	Brazil	821461540		09-Mar-1999	
ACCELIS LOGO	Brazil	821461524		09-Mar-1999	
ACCELIS LOGO	Brazil	821461559		09-Mar-1999	
ACCELIS LOGO	Brazil	821461532		09-Mar-1999	
LINEAR TAPE-OPEN	Brazil				
LTO	Brazil				
LTO SERVICE MARK	Brazil				
LTO LOGO	Brazil	821461508		09-Mar-1999	
LTO LOGO	Brazil	821461460		09-Mar-1999	
LTO LOGO	Brazil	821461494		09-Mar-1999	
LTO LOGO	Brazil	821461516		09-Mar-1999	
ULTRIUM	Brazil				
ULTRIUM SERVICE MARK	Brazil				
ULTRIUM LOGO	Brazil	821461478		09-Mar-1999	
ULTRIUM LOGO	Brazil	821461443		09-Mar-1999	
ULTRIUM LOGO	Brazil	821461451		09-Mar-1999	
ULTRIUM LOGO	Brazil	821461486		09-Mar-1999	
ACCELIS	Canada	1000085		12/21/1998	
ACCELIS LOGO	Canada	1007131		3/3/1999	
LINEAR TAPE-OPEN	Canada	1000083		3/21/1998	
LTO	Canada	1000086		12/21/1998	

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Trademark Name	Country Name	App. No.	Reg. No.	Filing Date	Reg. Date
LTO LOGO	Canada				
ULTRIUM	Canada	1007130		3/3/1999	
ULTRIUM LOGO	Canada	1000086		12/21/1998	
LINEAR TAPE-OPEN	Denmark		4530/1999		12/02/99
LTO	Denmark		4527/1999		12/02/99
LTO LOGO	Denmark		4533/1999		12/02/99
ULTRIUM	Denmark		4529/1999		12/02/99
ULTRIUM LOGO	Denmark		453/1999		12/02/99
ACCELIS	Denmark	4528/1999		12/2/99	
ACCELIS LOGO	Denmark	4532/1999		12/2/99	
ACCELIS	European Community	1039452		12-Jan-99	
ACCELIS LOGO	European Community	1103159		12-Mar-99	
LINEAR TAPE-OPEN	European Community	1039213		12-Jan-99	
LTO	European Community	1039551		12-Jan-99	
LTO LOGO	European Community	1103183		12-Mar-99	
ULTRIUM	European Community	1039403		12-Jan-99	
ULTRIUM LOGO	European Community	1103175		3-Dec-99	
ACCELIS	Finland		216222		12/15/1999
LINEAR TAPE-OPEN	Finland		216220		12/15/1999
LTO	Finland		216223		12/15/1999
ULTRIUM	Finland		216221		12/15/1999
ACCELIS LOGO	Finland	T199900677		16-Feb-1999	
LTO LOGO	Finland	T199900709		26-Feb-1999	
ULTRIUM LOGO	Finland	T199900676		26-Feb-1999	
ACCELIS LOGO	France		99778980		3/4/1999
LINEAR TAPE-OPEN	France		98756841		10/29/1998
LTO	France		98756840		10/29/1998
LTO LOGO	France		99778161		3/1/1999
ULTRIUM	France		98756838		10/29/1998
ULTRIUM LOGO	France		99778159		3/1/1999

Seagate Removable Storage Solutions LLC

Rev 1.0

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Trademark Name	Country Name	App. No.	Reg. No.	Filing Date	Reg. Date
ACCELIS	France	98756839		29-Oct-1998	
ACCELIS	Germany		39861866		10/27/1998
ACCELIS LOGO	Germany		39911295		2/26/1999
LINEAR TAPE-OPEN	Germany		39861865		10/27/1998
LTO	Germany		39861868		10/27/1998
LTO LOGO	Germany		39911640		3/1/1999
ULTRIUM	Germany		39861867		10/27/1998
ULTRIUM LOGO	Germany		39911294		2/26/1999
ACCELIS	Greece		39861867		10/27/1998
ACCELIS LOGO	Greece	139982		17-Mar-1999	
LINEAR TAPE-OPEN	Greece	139986		27-Mar-1999	
LTO	Greece	139985		17-Mar-1999	
LTO LOGO	Greece	139986		17-Mar-1999	
ULTRIUM	Greece	139988		17-Mar-1999	
ULTRIUM LOGO	Greece	139984		17-Mar-1999	
ACCELIS	Ireland, Republic of	98/4236		28-Oct-1998	
ACCELIS LOGO	Ireland, Republic of	99/0688		25-Oct-1999	
LINEAR TAPE-OPEN	Ireland, Republic of	98/4237		28-Oct-1998	
LTO	Ireland, Republic of	98/4235		28-Oct-1998	
LTO LOGO	Ireland, Republic of	99/0733		01-Mar-1999	
ULTRIUM	Ireland, Republic of	98/4238		28-Oct-1998	
ULTRIUM LOGO	Ireland, Republic of	99/0687		25-Feb-1999	
ACCELIS	Italy	M198C010		29-Oct-1998	
		521			
ACCELIS LOGO	Italy	M199C001		01-Mar-1999	
		928			
LINEAR TAPE-OPEN	Italy	M198C010		29-Oct-1998	
		523			
LTO	Italy	M198C010		29-Oct-1998	
		520			
LTO LOGO	Italy	M199C001		02-Mar-1999	
		984			
ULTRIUM	Italy	M198C010		29-Oct-1998	
		522			
ULTRIUM LOGO	Italy	M199C001		01-Mar-1999	
		927			
ACCELIS	Japan	10-92103		28-Oct-1998	
ACCELIS APPROVED LOGO	Japan				
ACCELIS LOGO	Japan	11-15945		26-Feb-1999	
LINEAR TAPE-OPEN	Japan	10-92105		28-Oct-1998	

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Trademark Name	Country Name	App. No.	Reg. No.	Filing Date	Reg. Date
LTO	Japan	10-92102		28-Oct-1998	
LTO LOGO	Japan	11-16392		01-Mar-1999	
ULTRIUM	Japan	10-92104		28-Oct-1998	
ULTRIUM APPROVED LOGO	Japan				
ULTRIUM LOGO	Japan	11-15944		26-Feb-1999	
ACCELIS	Portugal				
ACCELIS LOGO	Portugal	335521		26-Feb-1999	
LINEAR TAPE-OPEN	Portugal				
LTO	Portugal				
LTO LOGO	Portugal	335626		04-Mar-1999	
ULTRIUM	Portugal				
ULTRIUM LOGO	Portugal				
ACCELIS	Spain				
ACCELIS SERVICE MARK	Spain				
ACCELIS LOGO	Spain				
LINEAR TAPE-OPEN	Spain				
LTO	Spain				
LTO SERVICE MARK	Spain				
LTO LOGO	Spain				
ULTRIUM	Spain				
ULTRIUM SERICE MARK	Spain				
ULTRIUM LOGO	Spain				
ACCELIS	Sweden	99-01633		28-Feb-1999	
ACCELIS LOGO	Sweden	99-01633		28-Feb-1999	
LINEAR TAPE-OPEN	Sweden	98-08089		29-Oct-1998	
LTO	Sweden	98-08093		29-Oct-1998	
LTO LOGO	Sweden	99-01631		28-Feb-1999	
ULTRIUM	Sweden	98/08091		29-Oct-1998	
ULTRIUM LOGO	Sweden	99-01632		28-Feb-1999	
LTO	Switzerland		467058		11/4/1998
ULTRIUM LOGO	Switzerland		465819		11/4/1998
ACCELIS	Switzerland				
ACCELIS LOGO	Switzerland	465820		26-Feb-1999	
LINEAR TAPE-OPEN	Switzerland	467058		04-Nov-1998	
LTO LOGO	Switzerland				
ULTRIUM	Switzerland				

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Trademark Name	Country Name	App. No.	Reg. No.	Filing Date	Reg. Date
ACCELIS	United Kingdom		2180667		10/27/1998
ACCELIS LOGO	United Kingdom		2190173		10/27/1998
LINEAR TAPE-OPEN	United Kingdom		2180665		10/27/1998
LTO	United Kingdom		2180666		10/27/1998
LTO LOGO	United Kingdom		2190444		3/1/1999
ULTRIUM	United Kingdom		2180664		10/27/1998
ULTRIUM LOGO	United Kingdom		2190054		10/27/1998
ACCELIS	US	75/462006		03-Apr-1998	
ACCELIS APPROVED LOGO	US	75/760802		26-Jul-1999	
ACCELIS LOGO	US	75/659482		12-Mar-1999	
LINEAR TAPE-OPEN	US	75/461855		03-Apr-1998	
LTO	US	75/462012		03-Apr-1998	
LTO LOGO	US	75/659481		12-Mar-1999	
ULTRIUM	US	75/462005		03-Apr-1998	
ULTRIUM APPROVED LOGO	US	75/760804		26-Jul-1999	
ULTRIUM LOGO	US	75/659483		12-Mar-1999	

Patent/Patent Applications:

Docket	Serial No.	Patent No.	Date Issued	Country
2652.00	09/055,016	6,003,802	12/21/1999	U.S.
2652.00	9826824			PCT
2652.00	542770/2000			Japan
2652.00	98964021.4			Europe
2652.00	??			South Korea
2652.10	09/320,238			U.S.

TRADEMARK
REEL: 002222 FRAME: 0778

SUPPLEMENT NO. [] dated as of [], to the U.S. Security Agreement dated as of November 22, 2000, among SEAGATE TECHNOLOGY INTERNATIONAL, an exempted limited liability company organized under the laws of the Cayman Islands (the "Cayman Borrower"), SEAGATE TECHNOLOGY (U.S.) HOLDINGS, INC., a Delaware corporation (the "U.S. Borrower" and, together with the Cayman Borrower, the "Borrowers"), NEW SAC, an exempted limited liability company organized under the laws of the Cayman Islands ("Holdings"), each subsidiary of Holdings listed on Schedule I thereto (each such subsidiary individually, a "Subsidiary" or a "Guarantor" and, collectively, the "Subsidiaries" or, with Holdings, the "Guarantors"; the Guarantors and the Borrowers are referred to collectively herein as the "Grantors") and THE CHASE MANHATTAN BANK, a New York banking corporation ("Chase"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein).

A. Reference is made to (a) the Credit Agreement dated as of November 22, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, Holdings, the lenders from time to time party thereto (the "Lenders") and Chase, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), and (b) the U.S. Guarantee Agreement dated as of November 22, 2000 (as amended, supplemented or otherwise modified from time to time, the "U.S. Guarantee Agreement"), among the Guarantors (as defined therein) and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the U.S. Security Agreement and the Credit Agreement.

C. The Grantors have entered into the U.S. Security Agreement in order to induce the Lenders to make Loans and the Issuing Banks to issue Letters of Credit. Pursuant to Section 5.12 of the Credit Agreement and the Collateral and Guarantee Requirement, (a) each Subsidiary that is a U.S. Loan Party that is formed or acquired after the Effective Date, (b) each other Loan Party that is formed or acquired after the Effective Date that owns property that would constitute Collateral if such Loan Party were a party hereto or (c) each Moribund Subsidiary that would have been a Subsidiary Loan Party had it not been designated as a Moribund Subsidiary that ceases to be a Moribund Subsidiary is required to enter into this Agreement as a Grantor upon becoming a Subsidiary Loan Party. Section 7.15 of the U.S. Security Agreement provides that such Subsidiaries may become Grantors under the U.S. Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "New Grantor") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the U.S. Security Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

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

SECTION 1. In accordance with Section 7.15 of the U.S. Security Agreement, the New Grantor by its signature below becomes a Grantor under the U.S. Security 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 U.S. Security 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 on and as of the date hereof except to the extent a representation and warranty expressly relates solely to a specific date, in which case such representation and warranty shall be true and correct on such date. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations (as defined in the U.S. Security Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the 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 of the New Grantor. Each reference to a "Grantor" in the U.S. Security Agreement shall be deemed to include the New Grantor. The U.S. Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

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 the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile 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 (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Grantor and (b) set forth under its signature hereto, is the true and correct location of the chief executive office of the New Grantor.

SECTION 5. Except as expressly supplemented hereby, the U.S. Security 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 STATE OF NEW YORK.

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 U.S. Security 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.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the U.S. Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature below, with a copy to the Borrowers.

SECTION 9. The New Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the U.S. Security Agreement as of the day and year first above written.

[NAME OF NEW GRANTOR],

by _____
Name:
Title:
Address:

THE CHASE MANHATTAN BANK, as
Collateral Agent,

by _____
Name:
Title:

LOCATION OF COLLATERAL

Description

Location