	(6-93) RE	03-22-	2001	SHEET		NT OF COMMERCE and Trademark Office
OMB	No. 0651-0011 (exp. 4/94) 2 / 2 / 2 / 2 / 2 / 2 / 2 / 2 / 2 / 2 /			<b>f</b> ▼	T dione	Tadonian Onice
	To the Honorable Commissioner of P.	101644	4259	.ached origina	al documents or cop	y thereof.
1.	Name of conveying party(ies):		2. Name and	d address of re	eceiving party(ies)	
	CFRC, INC.				, INC., AS COLLA	
(C)	Individual(s) Ass General Partnership Limi Corporation-State	ociation ted Partnership	City:NEW	YORK	State: NY	ZIP: <u>1</u> 0013
Ad	ditional name(s) of conveying party(ies) attache	ed? □ Yes Ø No	☐ Associa	ation	nip	
3.	Nature of conveyance:  Assignment Security Agreement Other	☐ Merger☐ Change of Name	☐ Limited ☐ Corpor ☐ Other	Parthership_ ation-State	NY led States, a domestic r □ Yes ໘ No	
Ex	ecution Date: MARCH 16, 2001				cument from assignment ched? D Yes X No	)
4.	Application number(s) or patent number.  A. Trademark Application No.(s)	SEE ATTACHED S  Additional numbers at	CHEDULES	mark Registrat	tion No.(s)	
5.	Name and address of party to whom concerning document should be maile	*		nber of applica ons involved:	tions and	4
	Name: FEDERAL RESEARCH CORPORATI	CON	☐ Enclo	sed	arged to deposit	to require
	Street Address: 400 Seventh St., Suite 101  City: Washington State: DC	N.W. ZIP: 20004		account numbe	er:	
/		DO NOT U	SE THIS SPACE	Justice copy of the	- Lade a baland of a	
9.	Statement and signature. To the best of my knowledge and be the original document.  PIERO GIUDICE  Name of Person Signing  Tot	lief, the foregoing infon	Signature	tre	MARC	y is a true copy of EH 20, 2001 Date
		- , , , ,				

REEL: 002255 FRAME: 0461

## Non-U.S. Patents

Country	Licensor Name and Address	Date of License/ Sublicense	Issue Date	Non-U.S. Patent No.
None				

# Non-U.S. Patent Applications

Country	<u>Licensor Name</u> and Address	<u>Date of License/</u> <u>Sublicense</u>	Date Filed	Application No.
None				

## C. Trademarks

# U.S. Trademarks

<u>Licensor Name</u> and Address	<u>Date of License/</u> <u>Sublicense</u>	U.S. Mark	Reg. Date	Reg. No.
CFRC, Inc. 2325-B Renaissance Dr. Las Vegas, NV 89119	8/1/98	ClinForce, Inc. (and design)	07/05/94	1,843,856
CFRC, Inc. 2325-B Renaissance Dr. Las Vegas, NV 89119	8/1/98	Miscellaneous Design Only (Silhouette Figure)	04/22/97	2,055,309
CFRC, Inc. 2325-B Renaissance Dr. Las Vegas, NV 89119	8/1/98	ClinForce (Stylized)	04/22/97	2,055,308
CFRC, Inc. 2325-B Renaissance Dr. Las Vegas, NV 89119	8/1/98	ClinChek	11/10/98	2,202,588

# U.S. Trademark Applications

Licensor Name and Address	<u>Date of License/</u> <u>Sublicense</u>	U.S. Mark	Date Filed	Application No.
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None

5730/22742-001 NYLIB2/825097 v2

SECURITY AGREEMENT (together with any instruments executed and delivered pursuant to Section 7.15, the "Agreement") dated as of July 29, 1999, as amended and restated as of December 16, 1999, among CROSS COUNTRY STAFFING, INC., a Delaware corporation (the "Borrower"), and CITICORP USA, INC. ("Citibank"), as collateral agent (in such capacity, the "Collateral Agent") for the Obligees (as defined herein).

Reference is made to (a) the Credit Agreement dated as of July 29, 1999, as amended and restated as of December 16, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders (as defined in Article I thereof), Salomon Smith Barney Inc., as arranger (in such capacity, the "Arranger"), Citicorp, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), as Collateral Agent, as issuing bank (in such capacity, the "Issuing Bank") and as swingline lender (in such capacity, the "Swingline Lender"), Bankers Trust Company, as syndication agent (the "Syndication Agent"), and Wachovia Bank, N.A., as documentation agent (the "Documentaion Agent") and (b) the form of Subsidiary Guarantee Agreement annexed to the Credit Agreement as Exhibit G (as amended, supplemented or otherwise modified from time to time, the "Subsidiary Guarantee Agreement").

The Lenders have agreed to make Loans to the Borrower, and the Issuing Bank has agreed to issue Letters of Credit for the account of the Borrower, pursuant to, and upon the terms and subject to the conditions specified in the Credit Agreement. The Borrower has agreed to cause each of the Subsidiaries (the "Subsidiary Guarantors"; the Borrower and the Subsidiary Guarantors are referred to collectively as the "Grantors"), other than any Foreign Subsidiary, to guarantee pursuant to the Subsidiary Guarantee Agreement, among other things, all the obligations of the Borrower under the Credit Agreement and pursuant to Section 7.15 to become grantors under this Agreement. The obligations of the Lenders to make such Loans and of the Issuing Bank to issue such 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 the Obligations.

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

#### ARTICLE I

#### Definitions

SECTION 1.01. Definition of Terms Used Herein. (a) Unless the context otherwise requires, all capitalized terms used herein but not defined herein shall have the meanings set forth in the Credit Agreement and all references to the Uniform Commercial Code shall mean the Uniform Commercial Code in effect in the State of New York as of the date hereof.

(b) As used herein, the following terms shall have the following meanings:

[NYCorp; 963550.3:4335B:12/21/1999--12:33p]

"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.

"Account Rights" 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.

"Accounts" shall mean 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 payments due from Affiliates of the Grantors.

"Chattel Paper" shall mean (a) a writing or writings which evidence both a monetary obligation and a security interest in or a lease of specific Equipment and (b) all other property now or hereafter constituting "chattel paper" under the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions, in each case that are now or hereafter owned by Grantor.

"Collateral" shall mean all (a) Account Rights, (b) Documents, (c) Inventory, (d) Chattel Paper, (e) Contract Rights, (f) Equipment, (g) General Intangibles, (h) cash and cash accounts (including the Concentration Account, the Collection Deposit Account and the General Fund Account), (i) Intellectual Property, (j) Investment Property and (k) Proceeds.

"Collection Deposit Account" shall mean a lockbox account of a Grantor maintained for the benefit of the Obligees with the Collateral Agent or with a Sub-Agent pursuant to a Lockbox and Depository Agreement.

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

[NYCORP; 963550.3:4205:12/15/1999--9:03p]

"Concentration Account" shall mean the cash collateral account established at the office of Citibank, N.A. located at 390 Greenwich Street, New York, NY 10013, in the name of the Collateral Agent, Account No. \_\_\_\_\_\_\_.

"Contract Rights" shall mean the rights of any Grantor to bill and receive payment for completed work under any and all contracts, agreements or purchase orders.

"Copyright License" shall mean any written agreement, now or hereafter in effect, granting any right to any 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, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office or any similar offices in any other country.

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

"Documents" shall mean all instruments, certificates representing shares of capital securities, 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 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 which 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.

[NYCORP; 963550.3:4205:12/15/1999--9:03p]

"General Fund Account" shall mean the general fund account established at the office of Citibank, N.A. located at 390 Greenwich Street, New York, NY 10013, in the name of the Borrower, Account No.\_\_\_\_\_.

"General Intangibles" shall mean all choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Account Rights) now owned or hereafter acquired by any Grantor, including all rights and interests in partnerships, limited partnerships, limited liability companies and other unincorporated entities, corporate or other business records, indemnification claims and contract rights (including (a) rights under leases, whether entered into as lessor or lessee (but excluding real estate leases), (b) rights under the Acquisition Agreement, (c) rights under any Interest Rate Agreement, (d) any intercompany payment obligations not evidenced by any instrument, (e) 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 which such Grantor otherwise has the right to license, and all rights of such Grantor under any such agreement, (f) any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, is in existence, and all rights of any Grantor under any such agreement, (g) any written agreement, now or hereafter in effect, granting any right to any third party to use any Trademark now or hereafter owned by any Grantor or which such Grantor otherwise has the right to license, and all rights of such Grantor under any such agreement, and (h) other agreements, 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 Account Rights).

"Intellectual Property" shall mean all intangible, 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, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"Inventory" shall mean 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 to which any Grantor is a party, other than those licenses or license agreements which by their terms prohibit (or as to which applicable law prohibits) assignment or a grant of a security interest by such Grantor.

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"Lockbox and Depository Agreement" shall mean a Lockbox and Depository Agreement substantially in the form of Annex 3 hereto among the Borrower, the Collateral Agent and a Sub-Agent.

"Lockbox System" shall have the meaning assigned to such term in Section 5.01.

"Obligations" shall have the meaning assigned to such term in the Credit Agreement.

"Patent License" shall mean any written agreement, now or hereafter in effect, granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, 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 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 a Financial Officer and the chief legal officer of the Borrower.

"Proceeds" shall mean 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 which constitutes Collateral and shall include (a) all cash and negotiable instruments received by or held on behalf of the Collateral Agent pursuant to the Lockbox System, (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 to any Grantor under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed to a Grantor 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 to a Grantor 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.

"Obligees" shall mean (a) the Lenders, (b) the Administrative Agent, (c) the Collateral Agent, (d) the Swingline Lender, (e) the Issuing Bank, (f) each counterparty to any hedging agreement entered into with the Borrower or any Subsidiary if such counterparty was a Lender (or an Affiliate of a Lender) at the time such hedging agreement was entered into, (g) the beneficiaries of each indemnification obligation undertaken by any

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Grantor under any Loan Document and (h) 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 which (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 (other than as expressly excluded by Section 8-103(c), (e), and (f) of such Article); provided, however, that "Securities" shall not mean any obligations of the Excluded Subsidiary or any shares, participations or other interests in the Excluded Subsidiary or in property or an enterprise of the Excluded Subsidiary.

"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.

"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.

"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.

"Sub-Agent" shall mean a financial institution which shall have delivered to the Collateral Agent an executed Lockbox and Depository Agreement.

"Trademark License" shall mean any written agreement, now or hereafter in effect, 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 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, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 1.02. *Rules of Interpretation*. The rules of interpretation specified in Section 1.02 of the Credit Agreement shall be applicable to this Agreement.

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#### 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 and any extensions, renewals, modifications or refinancings of the Obligations, each Grantor hereby mortgages and pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Obligees, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Obligees, a security interest in, all 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 Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as Obligee.

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 Obligee 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 Obligees that:

SECTION 3.01. *Title and Authority*. Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder 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 which 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. Fully executed Uniform Commercial Code financing statements (including fixture filings, as applicable) 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 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 Obligees) 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, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing

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of continuation statements or, the change of any Grantor's name, location, identity or corporate structure, with respect to the filing of financing statements or amendments to filed financing 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 and (b) a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Liens expressly permitted to be prior to the Security Interest 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 Uniform Commercial Code 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, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

#### ARTICLE IV

#### Covenants

SECTION 4.01. Change of Name; Location of Collateral; Records; Place of Business. (a) Each Grantor agrees promptly to notify the Collateral Agent in writing of any change (i) in its corporate name or in any trade name used to identify it in the conduct of its business or in the ownership of its properties, (ii) in the location of its chief executive office, its principal place of business, any office in which it maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility), (iii) in its identity or corporate structure or (iv) in its Federal Taxpayer Identification Number. Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral. Each Grantor agrees promptly to notify the Collateral Agent if any material portion of the Collateral owned or held by such Grantor is damaged or destroyed.

(b) 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 and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to

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include complete accounting records indicating all payments and proceeds received with respect to any part of the Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form and detail satisfactory to the Collateral Agent showing the identity, amount and location of any and all Collateral.

SECTION 4.02. Periodic Certification. Each year, at the time of delivery of annual financial statements with respect to the preceding fiscal year pursuant to Section 5.04 of the Credit Agreement, the Borrower shall deliver to the Collateral Agent a certificate executed by the president and the chief financial officer of the Borrower (a) setting forth the information required pursuant to Section 2 of the Perfection Certificate or confirming that there has been no change in such information since the date of such certificate or the date of the most recent certificate delivered pursuant to this Section 4.02 and (b) certifying that all Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations, including all refilings, rerecordings and reregistrations, containing a description of the Collateral have been filed of record in each governmental, municipal or other appropriate office in each jurisdiction identified pursuant to clause (a) above to the extent necessary to protect and perfect the Security Interest for a period of not less than 18 months after the date of such certificate (except as noted therein with respect to any continuation statements to be filed within such period).

SECTION 4.03. Protection of Security. Each Grantor shall, at its own cost and expense, take any and all 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 4.04. 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 to any Grantor under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by adding additional schedules hereto to specifically identify any asset or item that may constitute Collateral; *provided*, *however*, that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use its best efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral.

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SECTION 4.05. Inspection and Verification. The Collateral Agent and such persons as the Collateral Agent may reasonably designate shall have the right, at the Grantors' own cost and expense, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures, in accordance with Section 5.07 of the Credit Agreement, the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, in the case of Accounts or Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Collateral for the purpose of making such a verification. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Obligee.

SECTION 4.06. 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 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 4.06 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Obligee 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 4.07. 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. 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 4.08. 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, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Obligees from and against any and all liability for such performance.

SECTION 4.09. 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, 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

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Grantors may use and dispose of the Collateral in any lawful 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 Inventory to be in the possession or control of any warehouseman, bailee, agent or processor at any time unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest and shall have agreed 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 4.10. 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 Account Rights, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged.

SECTION 4.11. *Insurance*. (a) 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 5.02 of the Credit Agreement.

(b) 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 4.11, 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 4.12. Legend. Each Grantor shall legend, in form and manner satisfactory to the Collateral Agent, its books, records and documents evidencing or pertaining to Account Rights with an appropriate reference to the fact that such Account Rights have been assigned to the Collateral Agent for the benefit of the Obligees and that the Collateral Agent has a security interest therein.

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#### ARTICLE V

#### **Collections**

SECTION 5.01. Lockbox System. (a) Within 30 days after the Restatement Closing Date, the Grantors shall establish in the name of the Collateral Agent, and subject to the control of the Collateral Agent pursuant to the Lockbox and Depository Agreements, for the ratable benefit of the Collateral Agent and the other Obligees, a system of lockboxes and related deposit accounts (the "Lockbox System") with one or more financial institutions that are reasonably satisfactory to the Collateral Agent into which the Proceeds of all Account Rights and Inventory shall be deposited and forwarded to the Collateral Agent in accordance with the Lockbox and Depository Agreements.

- (b) All Proceeds of Inventory and Account Rights that have been received on any Business Day through the Lockbox System will be transferred into the Concentration Account on such Business Day to the extent required by the applicable Lockbox and Depository Agreement. All Proceeds stemming from the sale of a substantial portion of the Collateral (other than Proceeds of Accounts) that have been received by a Grantor on any Business Day will be transferred into the Concentration Account on such Business Day. All Proceeds received on any Business Day by the Collateral Agent pursuant to Section 5.02 will be transferred into the Concentration Account on such Business Day.
- (c) The Concentration Account is, and shall remain, under the sole dominion and control of the Collateral Agent. Each Grantor acknowledges and agrees that (i) such Grantor has no right of withdrawal from the Concentration Account, (ii) the funds on deposit in the Concentration Account shall continue to be collateral security for all of the Obligations and (iii) upon the occurrence and during the continuance of an Event of Default, at the Collateral Agent's election, the funds on deposit in the Concentration Account shall be applied as provided in Section 6.02. So long as no Event of Default has occurred and is continuing, the Collateral Agent shall promptly remit any funds on deposit in the Concentration Account to the General Fund Account and the Borrower shall have the right, at any time and from time to time, to withdraw such amounts from the General Fund Account as it shall deem to be necessary or desirable.
- (d) Effective upon notice to the Grantors from the Collateral Agent after the occurrence and during the continuance of an Event of Default (which notice may be given by telephone if promptly confirmed in writing), the Concentration Account will, without any further action on the part of any Grantor, the Collateral Agent or any Sub-Agent, convert into a closed lockbox account under the exclusive dominion and control of the Collateral Agent in which funds are held subject to the rights of the Collateral Agent hereunder. Each Grantor irrevocably authorizes the Collateral Agent to notify each Sub-Agent (i) of the occurrence of an Event of Default and (ii) of the matters referred to in this paragraph (d). Following the occurrence of an Event of Default, the Collateral Agent may instruct each Sub-Agent to transfer immediately all funds held in each deposit account to the Concentration Account.

SECTION 5.02. Collections. (a) Each Grantor agrees (i) to notify and direct promptly each Account Debtor and every other person obligated to make payments on Account Rights or in respect of any Inventory to make all such payments directly to the Lockbox System established in accordance with Section 5.01, (ii) to use all reasonable efforts to cause each Account Debtor and every other person identified in clause (i) above

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to make all payments with respect to Account Rights and Inventory directly to such Lockbox System and (iii) promptly to deposit all payments received by it on account of Account Rights and Inventory, whether in the form of cash, checks, notes, drafts, bills of exchange, money orders or otherwise, in the Lockbox System in precisely the form in which received (but with any endorsements of such Grantor necessary for deposit or collection), and until they are so deposited such payments shall be held in trust by such Grantor for and as the property of the Collateral Agent.

(b) Without the prior written consent of the Collateral Agent, no Grantor shall, in a manner adverse to the Lenders, change the general instructions given to Account Debtors in respect of payment on Accounts to be deposited in the Lockbox System. Until the Collateral Agent shall have advised the Grantors to the contrary, each Grantor shall, and the Collateral Agent hereby authorizes each Grantor to, enforce and collect all amounts owing on the Inventory and Account Rights, for the benefit and on behalf of the Collateral Agent and the other Obligees; provided, however, that such privilege may at the option of the Collateral Agent be terminated upon the occurrence and during the continuance of any Event of Default.

SECTION 5.03. 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 Obligees, upon the occurrence and during the continuance of an Event of Default (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 Account Rights 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 Obligee 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 Obligee, 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 Obligee 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 Obligee. 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

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thereof or impose any obligation on the Collateral Agent or any Obligee 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 Obligee of any other or further right which 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 (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained) and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral, exercise any Grantor's right to bill and receive payment for completed work, and, generally, to exercise any and all rights afforded to a Obligee under the Uniform Commercial Code 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 any Collateral which constitutes a "security" under applicable securities law 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 which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

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

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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 purchasers 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, any Obligee 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 claim then due and payable to such Obligee from any Grantor as a credit against the purchase price, and such Obligee may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; 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. 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 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 Obligees pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

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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 now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent may 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 Grantor shall be given to the Borrower.

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.

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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 Obligees and shall survive the making by the Lenders of the Loans, 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 this Agreement 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 Obligees and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 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, which the Collateral Agent may incur in connection with (i) the administration of this Agreement (including the customary fees and charges of the Collateral Agent for any audits conducted by it or on its behalf with respect to the Account Rights or Inventory), (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.

(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 are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or wilful misconduct of such Indemnitee.

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(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 Obligations, 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 other Obligee. All amounts due under this Section 7.06 shall be payable on written demand therefor and shall bear interest at the rate specified in Section 2.07 of the Credit Agreement.

# 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 Issuing Bank, the Administrative Agent 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 9.08 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 RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. 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 SEEK TO ENFORCE THE FOREGOING WAIVER LITIGATION, (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, 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,

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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. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract (subject to Section 7.04), and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 7.12. *Headings*. Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 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, the 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 which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or 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.

SECTION 7.14. *Termination*. This Agreement and the Security Interest shall terminate when all the Obligations (other than wholly contingent indemnification obligations) have been indefeasibly paid in full, the Lenders have no further commitment to lend, the L/C Exposure has been reduced to zero and the Issuing Bank has no further commitment to issue Letters of Credit under the Credit Agreement, at which time the Collat-

[NYCORP; 963550.3:4205:12/15/1999--9:03p]

eral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all Uniform Commercial Code termination statements, terminations and reassignments for mortgages and assignments of copyrights, patents and trademarks, and similar documents which 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.

SECTION 7.15. Additional Grantors. Pursuant to Section 5.10 of the Credit Agreement, each Subsidiary (other than any Foreign Subsidiary) that was not in existence on the Restatement Closing Date is required to enter into this Agreement as a Grantor upon becoming such a Subsidiary. Upon execution and delivery by the Collateral Agent and such a Subsidiary of a Supplement 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 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.

CROSS COUNTRY STAFFING, INC.

Name: Thmesc. Dires Title: Executive Vice President

CITICORP USA, INC, as Collateral Agent,

Ъу

Name DAVID J. W. RONAN Title: A TTORNET IN FACT

TRAVCORPS CORPORATION,

by

Name: Lon Lives

Title: Vice President

CEJKA & COMPANY,

bУ

Name: Lon Livers

Title: Vice frasident

# [Form of] PERFECTION CERTIFICATE

Reference is made to the Credit Agreement dated as of July 29, 1999, as amended and restated as of December 16, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among Cross Country Staffing, Inc., a Delaware corporation (the "Borrower"), the lenders from time to time party thereto (the "Lenders"), Salomon Smith Barney Inc., as arranger (the "Arranger"), Citicorp USA, Inc. ("Citicorp"), as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), as collateral agent for the Lenders (in such capacity, the "Collateral Agent"), as swingline lender (in such capacity, the "Swingline Lender") and as issuing bank (in such capacity, the "Issuing Bank"), Bankers Trust Company, as syndication agent (the "Syndication Agent"), and Wachovia Bank, N.A., as documentation agent (the "Documentation Agent").

The undersigned, the chief financial officer and the chief legal officer, respectively, of the Borrower, hereby certify to the Collateral Agent and each other Obligee as follows:

1.	Names.	(a)	The exact	corporat	te name of	f each	Grantor,	as such	name a	appears	in its
respec	ctive cert	ifica	te of incor	poration	, is as foll	ows:					

(b) Set forth below is each other corp	orate name	each G	rantor has	s had in t	he past	five y	ears,
together with the date of the relevant ch	ange:						

- (c) Except as set forth in Schedule 1 hereto, no Grantor has changed its identity or corporate structure in any way within the past five years. Changes in identity or corporate structure would include mergers, consolidations and acquisitions, as well as any change in the form, nature or jurisdiction of corporate organization. If any such change has occurred, include in Schedule 1 the information required by Sections 1 and 2 of this certificate as to each acquiree or constituent party to a merger or consolidation.
- (d) The following is a list of all other names (including trade names or similar appellations) used by each Grantor or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties at any time during the past five years:
  - (e) Set forth below is the Federal Taxpayer Identification Number of each Grantor:

[NYCORP; 963550.3:4205:12/15/1999--9:03p]

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

Grantor Mailing Address County State

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

Grantor Mailing Address County State

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

Grantor Mailing Address County State

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

Grantor Mailing Address County State

(e) Set forth below opposite the name of each Grantor are the names and addresses of all persons other than such Grantor that have possession of any of the Collateral of such Grantor:

Grantor Mailing Address County State

- 3. *Unusual Transactions*. All Account Rights have been originated by the Grantors and all Inventory has been acquired by the Grantors in the ordinary course of business.
- 4. File Search Reports. Attached hereto as Schedule 4(A) are true copies of file search reports from the Uniform Commercial Code filing offices where filings described in Section 3.18 of the Credit Agreement are to be made. Attached hereto as Schedule 4(B) is a true copy of each financing statement or other filing identified in such file search reports.
- 5. *UCC Filings*. Duly signed financing statements on Form UCC-1 in substantially the form of Schedule 5 hereto have been prepared for filing in the Uniform Commercial Code filing office in each jurisdiction where a Grantor has Collateral as identified in Section 2 hereof.
- 6. Schedule of Filings. Attached hereto as Schedule 6 is a schedule setting forth, with respect to the filings described in Section 5 above, each filing and the filing office in which such filing is to be made.

[NYCORP; 963550.3:4205:12/15/1999--9:03p]

- 7. Filing Fees. All filing fees and taxes payable in connection with the filings described in Section 5 above have been paid.
- 8. Stock Ownership and other Equity Interests. Attached hereto as Schedule 8 is a true and correct list of all the duly authorized, partnership interests, membership interests or other equity interests, issued and outstanding stock, partnership interests, limited liability company membership interests or other equity interests of the Borrower and of each Subsidiary and the record and beneficial owners of such stock, partnership interests, membership interests or other equity interests. Also set forth on Schedule 8 is each equity investment of the Borrower and each Subsidiary that represents 50% or less of the equity of the entity in which such investment was made.
- 9. Notes. Attached hereto as Schedule 9 is a true and correct list of all notes and all other evidence of indebtedness held by the Borrower and each Subsidiary that are required to be pledged under the Pledge Agreement, including all intercompany notes between the Borrower and each Subsidiary of the Borrower and between each Subsidiary of the Borrower and each other such Subsidiary.
- 10. Advances. Attached hereto as Schedule 10 is a true and correct list of all unpaid intercompany transfers of goods sold and delivered by or to the Borrower or any Subsidiary.

IN WITNESS WHEREOF, the undersigned have duly executed this certificate on this 16th day of December 1999.

by	
Name: Title:[Chief Financial Officer]	
by	
Name: Title: [Chief Legal Officer]	

CROSS COUNTRY STAFFING, INC.,

[NYCORP; 963550.3:4205:12/15/1999--9:03p]

SUPPLEMENT NO. \_\_\_ (this "Supplement") dated as of \_\_ to the Security Agreement dated as of July 29, 1999, as amended and restated as of December 16, 1999, among CROSS COUNTRY STAFFING, INC., a Delaware corporation (the "Borrower"), and CITICORP USA, INC. ("Citicorp"), as collateral agent (in such capacity, the "Collateral Agent") for the Obligees (as defined herein).

A. Reference is made to (a) the Credit Agreement dated as of July 29, 1999, as amended and restated as of December 16, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower, the Lenders (as defined in Article I thereof), Salomon Smith Barney Inc., as arranger (the "Arranger"), Citicorp, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), as collateral agent (in such capacity, the "Collateral Agent"), as swingline lender (in such capacity, the "Swingline Lender") and as issuing bank (in such capacity, the "Issuing Bank"), Bankers Trust Company, as syndication agent (the "Syndication Agent"), and Wachovia Bank, N.A., as documentation agent (the "Documentation Agent") and (b) the form of Subsidiary Guarantee Agreement annexed to the Credit Agreement as Exhibit G (as amended, supplemented or otherwise modified from time to time, the "Subsidiary Guarantee Agreement").

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

C. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit. Section 7.15 of the Security Agreement provides that additional Subsidiaries may become Grantors under the 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 Security Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank 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 Security Agreement, the New Grantor by its signature below becomes a Grantor under the 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 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. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations (as defined in the Credit Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Obligees, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Security Agreement) of the New Grantor. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Obligees that this Supplement has been duly authorized, executed and delivered by it and

[NYCORP; 963550.3:4205:12/15/1999--9:03p]

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 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 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 Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it in care of the Borrower.

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 Security Agreement as of the day and year first above written.

[Name of New Grantor],						
by						
Name: Title:						
CITICORP USA, INC. as Collateral Agent,						
by						
Name: Title:						

SCHEDULE I to Supplement No.\_\_\_ to the Security Agreement

# **LOCATION OF COLLATERAL**

**Description** 

Location

[NYCORP; 963550.3:4205:12/15/1999--9:03p]

LOCKBOX AND DEP	POSITORY AGREEMENT dated as of
[ ], among [Name of Gra	antor], a [ ] corporation (the
"Grantor"), CITICORP USA,	, INC. ("Citicorp"), as collateral agent
	eral Agent") for the Obligees (such term,
and each other capitalized tern	m used but not defined herein, having the
meaning given it in the Securit	ity Agreement referred to below) and
[ ], a [	] banking corporation (the
"Sub-Agent").	

- A. The Grantor and the Collateral Agent are parties to a Security Agreement dated as of July 29, 1999, as amended and restated as of December 16, 1999 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"). Pursuant to the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Obligees, a security interest in its Account Rights and other Collateral (including Inventory, cash, cash accounts and Proceeds) to secure the payment and performance of the Obligations and has irrevocably appointed the Collateral Agent as its agent to collect amounts due in respect of Account Rights and Inventory.
- B. The Sub-Agent has agreed to act as collection sub-agent of the Collateral Agent to receive and forward payments with respect to the Account Rights and Inventory on the terms and subject to the conditions set forth herein.

### NOW, THEREFORE, the parties hereto agree as follows:

- 1. The Collateral Agent hereby appoints the Sub-Agent as its collection sub-agent under the Security Agreement and authorizes the Sub-Agent, on the terms and subject to the conditions set forth herein, to receive payments in respect of Collateral consisting of Account Rights and Inventory.
- The Sub-Agent has established and shall maintain deposit account 2. [ (including all subaccounts thereof) for the benefit of the Collateral Agent (such account being called the "Collection Deposit Account"). The Collection Deposit Account shall be designated with the title "Citicorp USA, Inc., as Collateral Agent under the Security Agreement dated as of July 29, 1999, as amended and restated as of December 16, 1999" (or a similar title). [Subject to the Sub-Agent's Terms for Remittance Banking (Lockbox) Services attached hereto as Exhibit A, to the extent that the terms thereof relate to procedures or fees and to the extent not inconsistent with the terms hereof,] all payments received by the Sub-Agent l or any replacements in respect thereof (the ] and [ in Lockbox Number [ "Lockboxes") shall be promptly deposited in the Collection Deposit Account and shall not be commingled with other funds. All funds at any time on deposit in the Collection Deposit Account shall be held by the Sub-Agent for application in accordance with the terms of this Agreement. The Sub-Agent agrees to give the Collateral Agent prompt notice if the Collection Deposit Account shall become subject to any writ, judgment, warrant of attachment, execution or similar process. As security for the payment and performance of the Obligations, the Grantor hereby confirms and pledges, assigns and transfers to the Collateral Agent, and hereby creates and grants to the Collateral Agent, a security interest in the Collection Deposit Account, all property and assets held therein and all Proceeds thereof.

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- 3. The Collection Deposit Account shall be under the sole dominion and control of the Collateral Agent, who shall possess all right, title and interest in all of the items from time to time in the Collection Deposit Account and their Proceeds. The Sub-Agent shall be the Collateral Agent's agent for the purpose of holding and collecting such items and their Proceeds. Neither the Grantor nor any person or entity claiming by, through or under the Grantor shall have any right, title or interest in, or control over the use of, or any right to withdraw any amount from, the Collection Deposit Account, except that the Collateral Agent shall have the right to withdraw amounts from the Collection Deposit Account. The Sub-Agent shall be entitled to rely on, and shall act in accordance with, all instructions given to it by the Collateral Agent with respect to the Collection Deposit Account. The Collateral Agent shall have the sole power to agree with the Sub-Agent as to specifications for Lockbox services.
- 4. Upon receipt of written, fax or telephonic notice (which, in the case of telephonic notice, shall be promptly confirmed in writing or by fax) from the Collateral Agent, the Sub-Agent shall, if so directed in such notice (subject to the Sub-Agent's right to request that the Collateral Agent furnish, in form satisfactory to the Sub-Agent, signature cards and/or other appropriate documentation), promptly transmit or deliver to the Collateral Agent at the office specified in paragraph 12 hereof (or such other office as the Collateral Agent shall specify) (a) all funds, if any, then on deposit in, or otherwise to the credit of, the Collection Deposit Account (provided that funds on deposit that are subject to collection may be transmitted promptly upon availability for withdrawal), (b) all checks, drafts and other instruments for the payment of money received in the Lockboxes and in the possession of the Sub-Agent, without depositing such checks, drafts or other instruments in the Collection Deposit Account or any other account and (c) any checks, drafts and other instruments for the payment of money received in the Lockboxes by the Sub-Agent after such notice, in whatever form received, provided that the Sub-Agent may retain a reasonable reserve in a separate deposit account with the Sub-Agent in respect of unpaid fees and amounts which may be subject to collection.
- 5. The Sub-Agent is hereby instructed and authorized to transfer by wire transfer or Automated Clearing House ("ACH") from the Collection Deposit Account all funds that are from time to time deposited or otherwise credited to such account (after such funds become available to the Sub-Agent, either through the Federal Reserve System or other clearing mechanism used by the Sub-Agent's branch and to the extent such funds exceed \$1,000) in the aggregate, to such account as the Collateral Agent may from time to time direct, provided that, unless the Collateral Agent otherwise instructs, no such transfer shall be required if such transfer would result in the transfer of an amount less than \$1,000 in the aggregate. Unless otherwise directed by the Collateral Agent, such funds shall be transferred on each business day by wire transfer or ACH and shall be identified as follows:

Citibank, N.A.
ABA Number
For credit to CITICORP USA, INC., New York, NY 10013
Account Number:
Re: Cross Country Staffing, Inc. Cash Collateral Account

These transfer instructions and authorizations may not be amended, altered or revoked by the Grantor without the prior written consent of the Collateral Agent. The Collateral Agent, however, shall have the right to amend or revoke these transfer instructions and authorizations at any time without the consent of the Grantor.

[NYCORP; 963550.3:4205:12/15/1999--9:03p]

- 6. The Sub-Agent shall furnish the Collateral Agent with monthly statements setting forth the amounts deposited in the Collection Deposit Account and all transfers and withdrawals therefrom, and shall furnish such other information at such times as shall be reasonably requested by the Collateral Agent.
- 7. The fees for the services of the Sub-Agent shall be mutually agreed upon between the Grantor and the Sub-Agent and shall be the obligation of the Grantor; provided, however, that, notwithstanding the terms of any agreement under which the Collection Deposit Account shall have been established with the Sub-Agent, the Grantor and the Sub-Agent agree not to terminate such Collection Deposit Account for any reason (including the failure of the Grantor to pay such fees) for so long as this Agreement shall remain in effect (it being understood that the foregoing shall not be construed to prohibit the resignation of the Sub-Agent in accordance with paragraph 9 below). Neither the Collateral Agent nor the Obligees shall have any liability for the payment of any such fees. The Sub-Agent may perform any of its duties hereunder by or through its agents, officers or employees.
- 9. The Sub-Agent may resign at any time as Sub-Agent hereunder by delivery to the Collateral Agent of written notice of resignation not less than thirty days prior to the effective date of such resignation. The Sub-Agent may be removed by the Collateral Agent at any time. with or without cause, by written, telecopy or telephonic notice (which, in the case of telephonic notice, shall be promptly confirmed in writing or by telecopy) of removal delivered to the Sub-Agent. Upon receipt of such notice of removal, or delivery of such notice of resignation, the Sub-Agent shall (subject to the Sub-Agent's right to request that the Collateral Agent furnish, in form satisfactory to the Sub-Agent, signature cards and/or other appropriate documentation), promptly transmit or deliver to the Collateral Agent at the office specified in paragraph 12 (or such other office as the Collateral Agent shall specify) (a) all funds, if any, then on deposit in, or otherwise to the credit of, the Collection Deposit Account (provided that funds on deposit that are subject to collection may be transmitted promptly upon availability for withdrawal), (b) all checks, drafts and other instruments for the payment of money received in the Lockboxes and in the possession of the Sub-Agent, without depositing such checks, drafts or other instruments in the Collection Deposit Account or any other account and (c) any checks, drafts and other instruments for the payment of money received in the Lockboxes by the Sub-Agent after such notice, in whatever form received.
- 10. The Grantor consents to the appointment of the Sub-Agent and agrees that the Sub-Agent shall incur no liability to the Grantor as a result of any action taken pursuant to an instruction given by the Collateral Agent in accordance with the provisions of this Agreement. The Grantor agrees to indemnify and defend the Sub-Agent against any loss, liability, claim or expense (including reasonable attorneys' fees) arising from the Sub-Agent's entry into this Agreement and actions taken hereunder, except to the extent resulting from the Sub-Agent's gross negligence or willful misconduct.

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#### GOVERNED BY, AND CONSTRU STATE OF NEW YORK.

- 19. The Sub-Agent shall be a rise to any partnership, joint venture
- 20. In the event any one or m be held invalid, illegal or unenforceal of the remaining provisions contain thereby (it being understood that t jurisdiction shall not in and of its jurisdiction). The parties shall endeav or unenforceable provisions with valias possible to that of the invalid, illeg

- 11. The term of this Agreement shall (a) the date on which the Sub-Agent has been the Sub-Agent has no further duties under the specified in the notice of removal given by the by the Sub-Agent, as the case may be, pursual Agent contained in the last sentence of paragrathe Grantor contained in paragraphs 7 and 10,
- 12. All notices and communications he by hand or by courier service, mailed by certif where telephonic instructions or notices are au on which received (a) in the case of the Collate Street, New York, New York 10013, Attenti (b) in the case of the Sub-Agent, addressed to For purposes of this Agreement, any officer o and to give instructions and notices, on behalt
- 13. The Sub-Agent will not assign or (other than to the Collateral Agent) without the and any such attempted assignment or transfe
- 14. Except as provided in paragraph 5 a written instrument executed by the Collater by their duly authorized representative office
- 15. Except as otherwise provided in set off available to the Sub-Agent in its capacis a Lender thereunder), the Sub-Agent hereb or otherwise deduct from, any funds held in the Proceeds thereof) that come into its posses Account any indebtedness or other claim ower Agent; provided, however, that this paragraph the Sub-Agent may, (a) exercise any right to s funds to the extent necessary for the Sub-Age connection with the Collection Deposit Account Deposit Account any returned or dishonored Sub-Agent's usual practices and (c) (i) estab respect of unpaid fees and amounts which m in respect of such reserves from the Collection with the Sub-Agent as contemplated in parag
- 16. This Agreement shall inure to the Agent, the Sub-Agent, the Grantor and their
- 17. This Agreement may be executed be deemed an original but all of which toget Delivery of an executed signature page to the effective as delivery of a manually executed
- 18. EXCEPT TO THE EXTENT GOVERN THE COLLECTION DEPOSIT

[NYCORP: 963550.3:4205:12/15/1999--9:03p]

SUPPLEMENT NO. 5 (this "Supplement") dated as of March 16, 2001 to the Security Agreement dated as of July 29, 1999, as amended and restated as of December 16, 1999, among CROSS COUNTRY TRAVCORPS, INC. (formerly known as Cross Country Staffing, Inc.), a Delaware corporation (the "Borrower"), and CITICORP USA, INC. ("Citicorp"), as collateral agent (in such capacity, the "Collateral Agent") for the Obligees (as defined herein).

- A. Reference is made to (a) the Credit Agreement dated as of July 29, 1999, as amended and restated as of December 16, 1999 and March 16, 2001 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower, the Lenders (as defined in Article I thereof), Salomon Smith Barney Inc., as arranger (the "Arranger"), Citicorp, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), as collateral agent (in such capacity, the "Collateral Agent"), as swingline lender (in such capacity, the "Swingline Lender") and as issuing bank (in such capacity, the "Issuing Bank"), Bankers Trust Company, as syndication agent (the "Syndication Agent"), and Wachovia Bank, N.A., as documentation agent (the "Documentation Agent") and (b) the form of Subsidiary Guarantee Agreement annexed to the Credit Agreement as Exhibit G (as amended, supplemented or otherwise modified from time to time, the "Subsidiary Guarantee Agreement").
- B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.
- C. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit. Section 7.15 of the Security Agreement provides that additional Subsidiaries may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. Each of the undersigned Subsidiaries (the "New Grantors") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and each of the New Grantors agree as follows:

SECTION 1. In accordance with Section 7.15 of the Security Agreement, each of the New Grantors by its signature below become a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and each of the New Grantors hereby (a) agrees to all the terms and provisions of the 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. In furtherance of the foregoing, each of the New Grantors, as security for the payment and performance in full of the Obligations (as defined in the Credit Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns,

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Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Obligees, their successors and assigns, a security interest in and lien on all of each of the New Grantor's right, title and interest in and to the Collateral (as defined in the Security Agreement) of each of the New Grantors. Each reference to a "Grantor" in the Security Agreement shall be deemed to include each of the New Grantors. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. Each of the New Grantors represents and warrants to the Collateral Agent and the other Obligees 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 each of the New Grantors 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. Each of the New Grantors hereby represents and warrants that (a) set forth on Schedule I attached hereto as Exhibits A, B and C is a true and correct schedule of the location of any and all Collateral of it and (b) the true and correct location of the chief executive office of each of the New Grantors is set forth under its signature hereto.

SECTION 5. Except as expressly supplemented hereby, the 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 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 Security Agreement. All communications and notices hereunder to each of the New Grantors shall be given to it in care of the Borrower.

4438/22742 - 002 NYWORD/6088 v5

3/10/01 12:51:08 PM (17028)

SECTION 9. Each of the New Grantors 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.

3/10/01 12:51:08 PM (17028)

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

CLINFORCE, INC.,

a Delaware corporation

Name: Emil Hensel Title: Vice-President

4815 Emperor Boulevard, Suite 300 Durham, NC 27703

CFRC, INC.

a Nevada corporation

Name: Emil Hensel

Title: Vice-President

2325-B Renaissance Drive Las Vegas, NV 89119

CITICORP USA, INC. as Collateral Agent

Name:

Nicolas T. Em

Title:

Director

SCHEDULE I EXHIBIT A to Supplement No.5 to the Security Agreement

#### **LOCATION OF COLLATERAL**

See Attached Perfection Certificate

4438/22742-002 NYWORD/6088 v5

3/10/01 12:51:08 PM (17028)

#### PERFECTION CERTIFICATE

Reference is made to the Credit Agreement dated as of July 29, 1999, as amended and restated as of December 16, 1999 and March 16, 2001 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among Cross Country Staffing, Inc. (now known as Cross Country TravCorps, Inc.), a Delaware corporation (the "Borrower"), the lenders from time to time party thereto (the "Lenders"), Salomon Smith Barney Inc., as arranger (the "Arranger"), Citicorp USA, Inc. ("Citicorp"), as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), as collateral agent for the Lenders (in such capacity, the "Collateral Agent"), as swingline lender (in such capacity, the "Swingline Lender") and as issuing bank (in such capacity, the "Issuing Bank"), Bankers Trust Company, as syndication agent (the "Syndication Agent"), and Wachovia Bank, N.A., as documentation agent (the "Documentation Agent").

The undersigned, the chief financial officer of the Borrower, hereby certifies to the Collateral Agent and each other Obligee the following information:

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

ClinForce, Inc. CFRC, Inc.

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

StaffMark Acquisition Corporation Seventeen, Inc. changed its name to ClinForce, Inc. on December 22, 1997.

ClinForce, Inc. - Nevada changed its name to CFRC, Inc. on December 13, 1999.

(c) Except as set forth in Schedule 1 hereto, no Grantor has changed its identity or corporate structure in any way within the past five years. Changes in identity or corporate structure would include mergers, consolidations and acquisitions, as well as any change in the form, nature or jurisdiction of corporate organization. If any such change has occurred, include in Schedule 1 the information required by Sections 1 and 2 of this certificate as to each acquiree or constituent party to a merger or consolidation.

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

#### ClinForce, Inc.

StaffMark Acquisition Corporation Seventeen, a Delaware corporation
The Blethen Group, Inc. (formerly Blethen Temporaries, Inc.), a North Carolina corporation
Clinical Trials Support Services, Inc., a Nevada corporation
Temporary Tech Corporation, a North Carolina corporation

#### CFRC, Inc.

ClinForce, Inc. - Nevada, a Nevada corporation

(e) Set forth below is the Federal Taxpayer Identification Number of each Grantor:

ClinForce, Inc.: 71-0802094 CFRC, Inc.: 71-0812748

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

Grantor	Mailing Address	County	State
ClinForce, Inc.	4815 Emperor Boulevard Suite 300 Durham, NC 27703	Wake/Durham	NC
CFRC, Inc.	2325-B Renaissance Drive Las Vegas, NV 89119	Clark	NV

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

Grantor	Mailing Address	County	<u>State</u>
ClinForce, Inc.	4815 Emperor Boulevard Suite 300 Durham, NC 27703	Wake/Durham	NC

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3/12/01 12:31:18 PM (17028)

CFRC, Inc.

2325-B Renaissance Drive Las Vegas, NV 89119 Clark

NV

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

Grantor Mailing Address County State ClinForce, Inc. ClinForce-Morristown **Morris** NJ 7 Headquarters Plaza Morristown, NJ 07960 ClinForce, Inc. ClinForce – Boston Norfolk MA **Highland March Executive Suites** 140 Wood Rd., Suite 200 Braintree, MA 02184 ClinForce, Inc. ClinForce – Florida Lee FL CommonWealth Financial Center 12730 New Brittany Blvd. Suite 412 Fort Meyers, FL 22907 ClinForce, Inc. ClinForce – Philadelphia Montgomery PA 630 Freedom Business Center Suite 314 King Prussia, PA 19406 ClinForce, Inc. ClinForce - Cincinnati Clermont/Hamilton OH 4555 Lake Forest Drive, Suite 650 Cincinnati, OH 45245 ClinForce, Inc. ClinForce – Greensboro Guilford NC 2007 Yanceyville St., Suite 250 Greensboro, NC 27405

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

<u>Grantor</u> <u>Mailing Address</u> <u>County</u> <u>State</u>

ClinForce, Inc. None

CFRC, Inc. None

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(e) Set forth below opposite the name of each Grantor are the names and addresses of all persons other than such Grantor that have possession of any of the Collateral of such Grantor:

Grantor

Mailing Address

County

State

ClinForce, Inc.

None

CFRC, Inc.

None

- 3. *Unusual Transactions*. All Account Rights have been originated by the Grantors and all Inventory has been acquired by the Grantors in the ordinary course of business.
- 4. File Search Reports. Attached hereto as Schedule 4(A) are true copies of file search reports from the Uniform Commercial Code filing offices where filings described in Section 3.18 of the Credit Agreement are to be made. Attached hereto as Schedule 4(B) is a true copy of each financing statement or other filing identified in such file search reports.
- 5. *UCC Filings*. Duly signed financing statements on Form UCC-1 in substantially the form of Schedule 5 hereto have been prepared for filing in the Uniform Commercial Code filing office in each jurisdiction where a Grantor has Collateral as identified in Section 2 hereof.

IN WITNESS WHEREOF, the undersigned have duly executed this certificate on this 16<sup>th</sup> day of March, 2001.

CLINFORCE, INC., a Delaware corporation

Byż

Name: Emil Hensel

Title: Vice President

CFRC, INC., a Nevada corporation

Bv:

Name: Emil Hensel

Title: Vice President

3/12/01 12:31:18 PM (17028)

#### Schedule 1

#### Changes in Identity or Corporate Structure

#### ClinForce, Inc.

Effective on January 1, 2000, Clinical Trials Support Services, Inc., a Nevada corporation incorporated on December 7, 1998 merged with and into ClinForce, Inc, with ClinForce, Inc. as the survivor.

On January 1, 1999, ClinForce, Inc. purchased substantially all the assets constituting the Temporary Tech Corporation business from the Blethen Group, Inc. (formerly Blethen Temporaries, Inc.), a North Carolina corporation that the Blethen Group, Inc. acquired on March 10, 1998.

On December 31, 1998 Clinical Trials Support Services, Inc. purchased substantially all of the assets used in the clinical trials business of the Blethen Group, Inc., other than the clinical trials business compromised by assets of the Temporary Tech Corporation acquired by the Blethen Group, Inc. on March 10, 1998.

On March 10, 1998, the Blethen Group, Inc. acquired substantially all of the assets of the Temporary Tech Corporation.

On December 19, 1997, ClinForce, Inc. (formerly StaffMark Acquisition Corporation Seventeen, a Delaware corporation, which was incorporated on November 24, 1997) acquired substantially all of the assets of ClinForce, LLC and IE Associates, LLC.

#### CFRC:

None

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#### Schedule 4(A)

# UCC File Search Reports

See Attached.

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PROSKAUER ROSE LLP 1585 BROADWAY 27TH FLOOR ROOM #2720 NEW YORK, NY 100368299 March 15, 2001 Account #3614 LS Order #D06391-1 Reference #22472-001

Attention: VITO PIACENTE (212) 969-4219

Re: CFRC, INC

At your request, Intercounty has performed searches on the above referenced entity for UCC Financing Statements, Federal Tax Liens, State Tax Liens, Judgments and Notice of Bankruptcy.

Our searches for UCC Financing Statements, Federal Tax Liens, State Tax Liens, Judgments and Notice of Bankruptcy reveal no presently effective filings through the dates indicated:\*

CENTRAL FILING OFFICE, NV (UCC through 03/02/2001)

CENTRAL FILING OFFICE, NV (Federal Tax Liens through 03/02/2001)

COUNTY OF CLARK, NV (UCC through 12/01/2000)

COUNTY OF CLARK, NV (Federal Tax Liens through 12/01/2000)

COUNTY OF CLARK, NV (State Tax Liens through 12/01/2000)

COUNTY OF CLARK, NV (Judgments through 12/01/2000)

COUNTY OF CLARK, NV (Bankruptcies through 12/01/2000)

\*The information contained in this report is as accurate as reasonable care can make it. This report contains information compiled from sources that we consider to be reliable, but do not control. Intercounty does not assume any business, legal or other risks of the client and does not guarantee the accuracy, completion or timeliness of the information provided. Our liability is limited to the amount of the service fee.

New York City • Albany 440 Ninth Avenue, New York, NY 10001 (212)594-0020 (800)229-4422 Fax (212)594-1304

Page 1

PROSKAUER ROSE LLP 1585 BROADWAY 27TH FLOOR ROOM #2720 NEW YORK, NY 100368299 March 16, 2001 Account #3614-LS Order #D06391-2 Reference #22472-001

Attention: VITO PIACENTE (212)969-4219

Re: CLINFORCE, INC

At your request, Intercounty has performed searches on the above referenced entity for UCC Financing Statements, Federal Tax Liens, State Tax Liens, Judgments, Notice of Bankruptcy and Central Judgments.

Our searches for UCC Financing Statements, Federal Tax Liens, State Tax Liens, Judgments and Notice of Bankruptcy reveal no presently effective filings through the dates indicated:\*

CENTRAL FILING OFFICE, FL (UCC, Federal Tax Liens through 03/09/2001)

COUNTY OF LEE, FL (UCC through 03/05/2001)

COUNTY OF LEE, FL (Federal Tax Liens through 03/05/2001)

COUNTY OF LEE, FL (State Tax Liens through 03/05/2001)

COUNTY OF LEE, FL (Judgments through 03/05/2001)

COUNTY OF LEE, FL (Bankruptcies through 03/06/2001)

CENTRAL FILING OFFICE, MA (UCC through 03/12/2001)

CENTRAL FILING OFFICE, MA (State Tax Liens through 03/12/2001)

TOWN OF BRAINTREE, MA (UCC through 03/12/2001)

COUNTY OF SUFFOLK, MA (UCC through 03/12/2001)

COUNTY OF SUFFOLK, MA (State Tax Liens through 03/12/2001)

COUNTY OF SUFFOLK, MA (Judgments through 03/12/2001)

Page 2

PROSKAUER ROSE LLP 1585 BROADWAY 27TH FLOOR ROOM #2720 NEW YORK, NY 100368299 March 16, 2001 Account #3614-LS Order #D06391-2 Reference #22472-001

Attention: VITO PIACENTE (212)969-4219

Re: CLINFORCE, INC
 (continued)

COUNTY OF USDC, MA (Federal Tax Liens through 03/12/2001) COUNTY OF SUFFOLK, MA (Bankruptcies through 03/09/2001) CENTRAL FILING OFFICE, NC (UCC through 02/28/2001) CENTRAL FILING OFFICE, NC (Federal Tax Liens through 02/28/2001) COUNTY OF ALAMANCE, NC (UCC through 03/12/2001) COUNTY OF ALAMANCE, NC (Federal Tax Liens through 03/12/2001) COUNTY OF ALAMANCE, NC (State Tax Liens through 03/12/2001) COUNTY OF ALAMANCE, NC (Judgments through 03/12/2001) COUNTY OF DURHAM, NC (UCC through 03/09/2001) COUNTY OF DURHAM, NC (Federal Tax Liens through 03/09/2001) COUNTY OF DURHAM, NC (State Tax Liens through 03/09/2001) COUNTY OF DURHAM, NC (Judgments through 03/09/2001) COUNTY OF GUILFORD, NC (UCC through 03/05/2001) COUNTY OF GUILFORD, NC (Federal Tax Liens through 03/05/2001) COUNTY OF GUILFORD, NC (State Tax Liens through 03/05/2001) COUNTY OF GUILFORD, NC (Judgments through 03/05/2001) COUNTY OF WAKE, NC (UCC through 03/09/2001)

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PROSKAUER ROSE LLP 1585 BROADWAY 27TH FLOOR ROOM #2720 NEW YORK, NY 100368299

March 16, 2001 Account #3614-LS Order #D06391-2 Reference #22472-001

Attention: VITO PIACENTE (212)969-4219

Re: CLINFORCE, INC
 (continued)

COUNTY OF WAKE, NC (Federal Tax Liens through 03/09/2001)

COUNTY OF WAKE, NC (State Tax Liens through 03/09/2001)

COUNTY OF WAKE, NC (Judgments through 03/09/2001)

COUNTY OF ALAMANCE, NC (Bankruptcies through 03/09/2001)

COUNTY OF DURHAM, NC (Bankruptcies through 03/09/2001)

COUNTY OF GUILFORD, NC (Bankruptcies through 03/09/2001)

COUNTY OF WAKE, NC (Bankruptcies through 03/09/2001)

CENTRAL FILING OFFICE, NJ (UCC through 02/16/2001)

COUNTY OF MORRIS, NJ (UCC through 02/27/2001)

COUNTY OF MORRIS, NJ (Federal Tax Liens through 02/27/2001)

COUNTY OF MORRIS, NJ (Judgments through 02/27/2001)

NJ SUPERIOR, U.S. DISTRICT & BANKRUPTCY COURTS (Judgments, State Tax Liens and Bankruptcies through 03/09/2001)

No presently effective judgments.

\*The information contained in this report is as accurate as reasonable care can make it. This report contains information compiled from sources that we consider to be reliable, but do not control. Intercounty does not assume any business, legal or other risks of the client and does not guarantee the accuracy, completion or timeliness of the information provided. Our liability is limited to the amount of the service fee.

(JTB)



Page 1

PROSKAUER ROSE LLP 1585 BROADWAY 27TH FLOOR ROOM #2720 NEW YORK, NY 100368299

March 15, 2001 Account #3614-LS Order #D07179-1 Reference #22742-001

Attention: VITO PIACENTE (212) 969-4219

Re: CLINFORCE, INC.

At your request, Intercounty has performed searches on the above referenced entity for UCC Financing Statements, Federal Tax Liens, State Tax Liens, Judgments and UCC Financing Statements via Database.

As of this date, our searches revealed the following: \*

CENTRAL FILING OFFICE, OH (UCC through 01/10/2001)

No presently effective filings.

COUNTY OF CLERMONT, OH (UCC )

Search currently in progress, results will follow as soon as possible.

COUNTY OF CLERMONT, OH (Federal Tax Liens )

Search currently in progress, results will follow as soon as possible.

COUNTY OF CLERMONT, OH (State Tax Liens )

Search currently in progress, results will follow as soon as possible.

COUNTY OF CLERMONT, OH (Judgments )

Search currently in progress, results will follow as soon as possible.

COUNTY OF HAMILTON, OH (UCC )

Search currently in progress, results will follow as soon as possible.

New York City - Albany 440 Ninth Avenue, New York, NY 10001 (212)594-0020 (800)229-4422 Fax (212)594-1304



Page 2

PROSKAUER ROSE LLP 1585 BROADWAY 27TH FLOOR ROOM #2720 NEW YORK, NY 100368299 March 15, 2001 Account #3614 LS Order #D07179-1 Reference #22742-001

Attention: VITO PIACENTE (212) 969-4219

Re: CLINFORCE, INC. (continued)

COUNTY OF HAMILTON, OH (Federal Tax Liens )

Search currently in progress, results will follow as soon as possible.

COUNTY OF HAMILTON, OH (State Tax Liens )

Search currently in progress, results will follow as soon as possible.

COUNTY OF HAMILTON, OH (Judgments )

Search currently in progress, results will follow as soon as possible.

SECRETARY OF STATE, OH (UCC via Database through 02/27/2001)

No presently effective filings.

This search has been conducted via a reputable computerized database. We accept no liability beyond the exercise of Reasonable Care.

CENTRAL FILING OFFICE, PA (UCC through 02/28/2001)

No presently effective filings.

COUNTY OF MONTGOMERY, PA (UCC )

Search currently in progress, results will follow as soon as possible.

COUNTY OF MONTGOMERY, PA (Federal Tax Liens )

Search currently in progress, results will follow as soon as possible.

New York City • Albany 440 Ninth Avenue, New York, NY 10001 (212)594-0020 (800)229-4422 Fax (212)594-1304



Page 3

PROSKAUER ROSE LLP 1585 BROADWAY 27TH FLOOR ROOM #2720 NEW YORK, NY 100368299 March 15, 2001 Account #3614-IS Order #D07179-1 Reference #22742-001

Attention: VITO PIACENTE (212)969-4219

Re: CLINFORCE, INC. (continued)

COUNTY OF MONTGOMERY, PA (State Tax Liens )

Search currently in progress, results will follow as soon as possible.

COUNTY OF MONTGOMERY, PA (Judgments )

Search currently in progress, results will follow as soon as possible.

COUNTY OF MONTGOMERY REC, PA (UCC )

Search currently in progress, results will follow as soon as possible.

SECRETARY OF STATE, PA (UCC via Database through 02/27/2001)

No presently effective filings.

This search has been conducted via a reputable computerized database. We accept no liability beyond the exercise of Reasonable Care.

"The information contained in this report is as accurate as reasonable care can make it. This report contains information compiled from sources that we consider to be reliable, but do not control. Intercounty does not assume any business, legal or other risks of the client and does not guarantee the accuracy, completion or timeliness of the information provided. Our liability is limited to the amount of the service fee.

(JTB)

New York City • Albany
440 Ninth Avenue, New York, NY 10001 (212)594-0020 (800)229-4422 Fax (212)594-1304

### Schedule 4(B)

# **UCC Financing Statements**

None

5730/22742-001 NYWORD/19426 v1

# State of Delaware UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial	If to be filed with Recorder of Deeds indicate Tax Parcel
Code. 0000020171 01911	No.(s)  No. of additional sheets presented
	·
PARTIES	PARTIES
Debtor (or Assignor) (last name first if Individual) and mailing address: CLINFORCE, INC.	Secured Party(ies) (last name first if individual) and address:  CITICORP USA, INC., AS COLLATERAL AGENT
6551 PARK OF COMMERCE BOULEVARD, N.W.,	390 GREENWICH STREET
SUITE 200 BOCA RATON, FL 33847	NEW YORK, NY 10013
Tax ID: 71-0802094	Tax ID: 13-3535517
Debtor (or Assignor) (last name first if individual) and mailing address:	Assignee (if any) of Secured Party(ies) and address of Assignee:
This statement is filed without the Debtor's signature to perfect a security interest in collateral (check X in applicable box(es))	Special Types of Parties (check X in applicable box(es))
☐ Already subject to a security interest in another jurisdiction when it was brought into	☐ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor", respectively. ☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor".
this State.	respectively.
Already subject to a security interest in another jurisdiction when the Debtor's location changed to this State.	☐ Debtor is a Transmitting Utility.
☐ Which is proceeds of the original collateral described below in which a security	☐ Debtor acting in representative capacity (e.g., as trustee).
interest is perfected.	Filed With: DE,*Central/SOS* Secretary of State
<ul> <li>□ Acquired after a change of name, identity or corporate structure of Debtor.</li> <li>□ As to which the filling has lapsed.</li> </ul>	Prepared By (Name And Address):
	Please Return To: Intercounty Clearance Corp 440 Ninth Avenue
CITICORP USA, INC., AS COLLATERAL AGENT	New York, NY 10001
Nicolas T. Ermi	
By: Director Signature of Secured Party(les)  Title	☐ Check to request Continuation Statement notice for additional fee.
PAPER, INVESTMENT PROPERTY, GOODS, EQUIPMENT AND IN DESCRIBED ON ANNEX I ATTACHED HERETO AND INCORPORA-  If the collateral is crops, the crops are growing or to be grown on the following described	ATED BY REFERENCE HEREIN.
If the collateral is (a) goods that are or are to become fixtures; (b) timber to be cut; or (c) the wellhead or minehead, the description of the real estate concerned is: (check X in a   Fixtures   Timber   Minerals or accounts resulting from sale thereof	••
And this Financing Statement is to be filed in the real estate records where a mortgage the name of a record owner is:  CLINFORCE, INC.  By:   Signature of Debtor (or Assignor)  Title	on such real estate would be recorded. If the Debtor does not have an interest of record  THIS SPACE FOR USE OF FILING OFFICER  (DATE, TIME, NUMBER, FILING OFFICER)
By:	

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. Debtor (Last Name First if an individual) CLINF ORCE, INC.			
			1a. Date of Birth or FEI# 71-0802094
1b. Mailing Address 6551 PARK OF COMMERCE BOULEVARD, N.W., SUITE 200	lc. City, State BOCA RATON, FL		1d. Zip Code 33847
2. Additional Debtor or Trade Name (Last Name First if an individua	d)		2a. Date of Birth or FEI#
2b. Mailing Address	2c. City, State		2d. Zip Code
3. Secured Party (Last Name First if an individual) CITICORP USA, INC., AS COLLATERAL AGENT	<u> </u>		13-3535517
3a. Mailing Address 390 GREENWICH STREET	3b. City, State NEW YORK, NY		3c. Zip Code 10013
4. Assignee of Secured Party (Last Name First if an individual)			
4a. Mailing Address	4b. City, State	and de la grape and a grape and a grape a decouple of the grape and a grape and a grape and a grape a grape a g	4c. Zip Code
CHATTEL PAPER, INVESTMENT PROPERTY, GOODS THEREOF, AS DESCRIBED ON ANNEX I ATTACHED I  0000020172 FL.*C		PORATED BY REFERENC	
	terretain the contraction of the		
			tor in transmitting willing
7. Check appropriate box: One box must be marked)  One box must be marked)  One box must be marked)	payable or to become due an	teral are also covered.	otor is transmitting utility. F.S., have been paid.
7. Check appropriate box:	payable or to become due an is not required.  ut the Debtor's signature was brought into this ch a security interest was and previous f the debtor.  TICORP USA, INC., AS	d payable pursuant to s. 201.22	F.S., have been paid.

STANDARD FORM - FORM UCC-1

Approved by Secretary of State, State of Florida

FILING OFFICER COPY

FINANCING STATEMENT

FORM UCC-1 (REV.1993)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

and a manching distinction as presented	a to a range or a process		
Debtor (Last Name First if an individual)     CLINFORCE, INC.			1a. Date of Birth or FEI# 71-0802094
1b. Mailing Address 6551 PARK OF COMMERCE BOULEVARD, N.W., SUITE 200	lc. City, State BOCA RATON, FL	:	1d. Zip Code 33847
2. Additional Debtor or Trade Name (Last Name First if an individua	l)		2a. Date of Birth or FEI#
2b. Mailing Address	2c. City, State		2d. Zip Code
3. Secured Party (Last Name First if an individual) CITICORP USA, INC., AS COLLATERAL AGENT	<u> </u>		13-3535517
3a. Mailing Address 390 GREENWICH STREET	3b. City, State NEW YORK, NY		3c. Zip Code 10013
4. Assignee of Secured Party (Last Name First if an individual)			
4a. Mailing Address	4b. City, State		4c. Zip Code
If more space is required, attach additional sheet(s)]. ALL NOW OWNED OR HEREAFTER ACQUIRED ACCOCHATTEL PAPER, INVESTMENT PROPERTY, GOODS THEREOF, AS DESCRIBED ON ANNEX I ATTACHED I	, EQUIPMENT AND IN	IVENTORY, AND PRODU	CTS AND PROCEEDS
0000020174 FL,PA	ALM BEACH Clerk of C	Circuit Court 01911	
6. Check only if Applicable: Products of collateral are also cover	ered. Proceeds of colla	teral are also covered.	otor is transmitting utility.
7. Check appropriate box:   (one box must be marked)     All documentary stamps due and     Florida Documentary Stamp Tax	payable or to become due and is not required.	d payable pursuant to s. 201.22 I	F.S., have been paid.
8. In accordance with s. 679.402(2) F.S., this statement is filed without to perfect a security interest in collateral:	ut the Debtor's signature	9. Number of additional shee	ts presented:
<ul> <li>already subject to a security interest in another jurisdiction when it state or debtor's location changed to this state.</li> <li>which is proceeds of the original collateral described above in which</li> </ul>		This Space for Us	e of Filing Officer
perfected.  as to which the filing has lapsed. Date filed	and previous		
UCC-1 file number	the debtor.		
10. Signature(s) of Debtor(s) CLINFORCE	, INC.		
Ind Hand			
11. Signature(s) of Secured Party or if Assigned, by Assignee(s) CO	ICORP USA, INC., AS LLATERAL AGENT		
12. Return Copy to:			
Name Intercounty Clearance Corp			
Address 440 Ninth Avenue			
New York, NY 10001		1	
Address			

STANDARD FORM - FORM UCC-1

Approved by Secretary of State, State of Florida

FILING OFFICER COPY

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

- material character to brooms.			
Debtor (Last Name First if an individual)     CLINFORCE, INC.			1a. Date of Birth or FEI# 71-0802094
1b. Mailing Address 6551 PARK OF COMMERCE BOULEVARD, N.W., SUITE 200	lc. City, State BOCA RATON, FL		1d. Zip Code 33847
2. Additional Debtor or Trade Name (Last Name First if an individua	1)		2a. Date of Birth or FEI#
2b. Mailing Address	2c. City, State	<u></u>	2d. Zip Code
3. Secured Party (Last Name First if an individual) CITICORP USA, INC., AS COLLATERAL AGENT			13-3535517
3a. Mailing Address 390 GREENWICH STREET	3b. City, State NEW YORK, NY		3c. Zip Code 10013
4. Assignee of Secured Party (Last Name First if an individual)			
4a. Mailing Address	4b. City, State		4c. Zip Code
CHATTEL PAPER, INVESTMENT PROPERTY, GOODS		A CONTRACTOR OF THE PROPERTY AND A SECOND ASSESSMENT OF THE PROPERTY AND ASSESSMENT OF THE PROPERTY AND ASSESSMENT OF THE PROPERTY AND ASSESSMENT OF THE PROPERTY OF THE P	
THEREOF, AS DESCRIBED ON ANNEX I ATTACHED I			CE HEREIN.
THEREOF, AS DESCRIBED ON ANNEX I ATTACHED I	EE Clerk of Circuit Cou	rt 01911	
THEREOF, AS DESCRIBED ON ANNEX I ATTACHED I  0000020173  6. Check only if Applicable: Products of collateral are also cov  7. Check appropriate box:   1 All documentary stamps due and	EE Clerk of Circuit Cou ered.	rt 01911 steral are also covered. ① Del	btor is transmitting utility.
THEREOF, AS DESCRIBED ON ANNEX I ATTACHED I  0000020173  FL,L  6. Check only if Applicable: Products of collateral are also cov  7. Check appropriate box: (One box must be marked) I All documentary stamps due and (One box must be marked) I Florida Documentary Stamp Tax  8. In accordance with s. 679.402(2) F.S., this statement is filed without operfect a security interest in collateral:	EE Clerk of Circuit Cou- ered. Proceeds of colla payable or to become due an is not required. ut the Debtor's signature	rt 01911 steral are also covered. ① Del	btor is transmitting utility. F.S., have been paid.
THEREOF, AS DESCRIBED ON ANNEX I ATTACHED I  0000020173  6. Check only if Applicable:  7. Check appropriate box: (one box must be marked)  7. All documentary stamps due and (one box must be marked)  8. In accordance with s. 679.402(2) F.S., this statement is filed witho to perfect a security interest in collateral:  9. already subject to a security interest in another jurisdiction when it state or debtor's location changed to this state.  9. which is proceeds of the original collateral described above in whi perfected.  10. as to which the filing has lapsed. Date filed  11. UCC-1 file number  12. acquired after a change of name, identity, or corporate structure of  12. CLINFORCE	EE Clerk of Circuit Courered. Proceeds of colla payable or to become due an is not required.  The Debtor's signature was brought into this cha security interest was and previous of the debtor.	nt 01911 Iteral are also covered. ① Del d payable pursuant to s. 201.22  9. Number of additional shee This Space for Us	btor is transmitting utility. F.S., have been paid.
THEREOF, AS DESCRIBED ON ANNEX I ATTACHED I  0000020173  6. Check only if Applicable:  7. Check appropriate box: (one box must be marked)  7. All documentary stamps due and (one box must be marked)  8. In accordance with s. 679.402(2) F.S., this statement is filed witho to perfect a security interest in collateral:  9. already subject to a security interest in another jurisdiction when it state or debtor's location changed to this state.  9. which is proceeds of the original collateral described above in whi perfected.  10. as to which the filing has lapsed. Date filed  11. UCC-1 file number  12. acquired after a change of name, identity, or corporate structure of  12. CLINFORCE	EE Clerk of Circuit Courered. Proceeds of colla payable or to become due an is not required.  The Debtor's signature was brought into this cha security interest was and previous f the debtor.  The Tree of Circuit Course of Cou	nt 01911 Iteral are also covered. ① Del d payable pursuant to s. 201.22  9. Number of additional shee This Space for Us	btor is transmitting utility.  F.S., have been paid.  ets presented:

STANDARD FORM - FORM UCC-1

Approved by Secretary of State, State of Florida

FILING OFFICER COPY

Ints FINANCING STATEMENT is presented to a filing pursuant to the Uniform Commercial Code.  (1) Debtor(s) (Last Name First) and Address(es): (Please Type)  CLINFORCE, INC. 6551 PARK OF COMMERCE BOULEVARD, N.W., SUITE 200  BOCA RATON, FL 33847  Tax ID: 71-0802094	Sheets Presented:  (2) Secured Party(jes) (Name(s) And Address(es): CITICORP USA, INC., AS COLLATERAL AGENT 390 GREENWICH STREET NEW YORK, NY 10013 Tax ID: 13-3535517	
(3) (a) Collateral is or includes fixtures. (b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) Crops Are Growing Or To Be Grown * On Real Property Described in Section (5). if either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	For Filing Officer
(5) This Financing Statement Covers the Following ALL NOW OWNED OR HEREAFTER ACQUIRE PAPER, INVESTMENT PROPERTY, GOODS, EQUESCRIBED ON ANNEX I ATTACHED HERETO	QUIPMENT AND INVENTORY, AND PRODUCT	'S AND PROCEEDS THEREOF, AS
Products of the Collateral Are Also Covered. (	In Farm Collateral Filing, Name County Debtor Cannot be Filed unless County is named.)	Resides in
(6) Signatures: Debtor(s) 0000020175 CLINFORCE, INC.	NC,*Central/SOS* Secretary of State 01911	Secured Party(ies) [or Assignees AS COLLA/FERAL AGENT

\*On Farm Collateral Filing, Name County Debtor Resides in

(6) Signatures: Debtor(s) 0000020175

\*\*On Farm Collateral Filing, Name County Debtor Resides in

NC,\*Central/SOS\* Secretary of State 01911

CLINFORCE, INC.

(By)

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

(1) Collateral is subject to Security Interest In Another Jurisdiction and (2)

Revised 11-90

Please Return To: Intercounty
Clearance Corp
440 Ninth Avenue
New York, NY 10001

\*\*On Farm Collateral Filing, Name County Debtor Resides in

CITICORP USA, INC., AS COLLATERAL AGENT

(By)

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

(1) Collateral is subject to Security Interest In Another Jurisdiction and (3)

Collateral Is Brought Into This State

| Collateral Is Brought Into This State
| Debtor's Location Changed To This State
| Debtor's Location See: G.S. 25-9-402 (2)

UCC-1

Inis FINANCING STATEMENT is presented to a filing pursuant to the Uniform Commercial Code.	- Sheets Presented:
(1) Debtor(s) (Last Name First) and Address(es): (Please Type) CLINFORCE, INC. 6551 PARK OF COMMERCE BOULEVARD, N.W., SUITE 200 BOCA RATON, FL 33847 Tax ID: 71-0802094	(2) Secured Party(jes) (Namets) And Address(es): CITICORP USA, INC., AS COLLATERAL AGENT 390 GREENWICH STREET NEW YORK, NY 10013 Tax ID: 13-3535517
(3) (a) Collateral is or includes fixtures. (b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) Crops Are Growing Or To Be Grown * On Real Property Described in Section (5). (f either block 3(a) or block 3 (b) applies describe real	(4) Assignee(s) of Secured Party, Address(++):

(5) This Financing Statement Covers the Following types [or items] of property.
ALL NOW OWNED OR HEREAFTER ACQUIRED ACCOUNTS, DOCUMENTS, INSTRUMENTS, GENERAL INTANGIBLES, CHATTEL PAPER, INVESTMENT PROPERTY, GOODS, EQUIPMENT AND INVENTORY, AND PRODUCTS AND PROCEEDS THEREOF, AS DESCRIBED ON ANNEX I ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

Products of the Collateral Are Also Covered. (Cannot be Filed u	al Filing, Name County Debtor Resides in
(6) Signatures: Debtor(s) 0000020178  CLINFORCE, INC.	CITICORP USA, INC., AS COLLATERAL AGENT  (By)
(By) Standard Form Approved by N.C. Sec. of State Revised 11-90 (1) FILING OFFICER COPY NUMERICAL (2) FILING OFFICER COPY NUMERICAL (3) New York, NY 10001	Signature of Secured Party Permitted in Lieu of Debtor's Signature:  (1) Collateral is subject to Security Interest in Another Jurisdiction and   unity  Collateral is Brought Into This State  Debtor's Location Changed To This State  For Other Situations See: G.S. 25-9-402 (2)

TRADEMARK

REEL: 002255 FRAME: 0523

This FINANCING STATEMENT is presented to a filing pursuant to the Uniform Commercial Code.	No. of Additional Sheets Presented:	
(1) Debtor(s) (Last Name First) and Address(es): (Please Type)  CLINFORCE, INC. 6551 PARK OF COMMERCE BOULEVARD, N.W., SUITE 200  BOCA RATON, FL 33847  Tax ID: 71-0802094	(2) Secured Party(ies) (Name(s) And Address CITICORP USA, INC., AS COLLATERAL AGENT 390 GREENWICH STREET NEW YORK, NY 10013 Tax ID: 13-3535517	as):
(3) (a) ☐ Collateral is or includes fixtures. (b) ☐ Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) ☐ Crops Are Growing Or To Be Grown * On Real Property Described in Section (5). If either block 3(a) or block 3.	(4) Assignee(s) of Secured Party, Address(es)	For
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).  (5) This Financine Section (5).		Filing Officer
(5) This Financing Statement Covers the Followin ALL NOW OWNED OR HEREAFTER ACQUIRED PAPER, INVESTMENT PROPERTY, GOODS, EQUESCRIBED ON ANNEX I ATTACHED HERETO	D ACCOUNTS, DOCUMENTS, INSTRUMENT UIPMENT AND INVENTORY, AND PRODUC AND INCORPORATED BY REFERENCE HI	IS, GENERAL INTANGIBLES, CHATTEL CTS AND PROCEEDS THEREOF, AS EREIN
*Or Products of the Collateral Are Also Covered. (C	n Farm Collateral Filing, Name County Debto annot be Filed unless County is named.)	
	n Farm Collateral Filing, Name County Debto annot be Filed unless County is named.) NC,DURHAM Register of Deeds 01911	

TRADEMARK **REEL: 002255 FRAME: 0524** 

UCC-1

(1) Debtor(s) (Last Name First) and Address(es):  (Please Type)  CLINFORCE, INC. 6551 PARK OF COMMERCE BOULEVARD, N.W., SUITE 200  BOCA RATON, FL 33847  Tax ID: 71-0802094  (3) (a) Collateral is or includes fixtures. (b) Climber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered	(2) Secured Party( CITICORP USA, E AGENT 390 GREENWICH NEW YORK, NY 1 Tax ID: 13-3535517	ies) (Name(s) And Address(es): NC., AS COLLATERAL STREET	
(c) Crops Are Growing Or To Be Grown * On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).  (5) This Financing Statement Covers the Followin ALL NOW OWNED OR HEREAFTER ACQUIRED PAPER, INVESTMENT PROPERTY, GOODS, EQU DESCRIBED ON ANNEX I ATTACHED HERETO	g types [or items] o ACCOUNTS, DOC UIPMENT AND INV AND INCORPORA	of property. UMENTS, INSTRUMENTS, O ENTORY, AND PRODUCTS FED BY REFERENCE HERE	For Filing Officer GENERAL INTANGIBLES, CHATTEL AND PROCEEDS THEREOF, AS IN.
(By) Standard Form Approved by N.C. Sec. of State Revised 11-90 Please R Clearance (1) FILING OFFICER COPY NUMERICAL  CONTROL OF STATE  Clearance 440 Nint  Clearance	Seturn To: Intercounty	CITICORP USA, INC., AS  (By)  Signature of Secured Record	Secured Party(ies) [or Assignees COLLATERAL AGENT  Permitted in Lieu of Debtor's Signature: Security Interest In Another Jurisdiction Into This State

TRADEMARK **REEL: 002255 FRAME: 0525** 

UCC-1

This FINANCING STATEMENT is presented to a Filing Office FOR OFFICE USE ONLY	Debtor(s) Name (Last Name, First) Complete Address	Maturity date (if any):
The soc offer	CLINFORCE, INC.	
1	6551 PARK OF COMMERCE BOULEVARD,	
	N.W.,	FOR OFFICE USE ONL
<b>\</b>	SUITE 200	
	BOCA RATON, FL 33847	
	Tax ID: 71-0802094	
	Secured Party(ies) and Complete Address CITICORP USA, INC., AS COLLATERAL	
	AGENT	
	390 GREENWICH STREET	
	NEW YORK, NY 10013	
	Tax ID: 13-3535517	
	Assignee(s) of Secured Party and Complete Address	
	}	
This financing storement covers the following swap for its	ems) of property: COUNTS, DOCUMENTS, INSTRUMENTS, GENERAL IT	
APER, INVESTMENT PROPERTY, GOODS, EQUIPM ESCRIBED ON ANNEX I ATTACHED HERETO AND	ENT AND INVENTORY, AND PRODUCTS AND PROC	EEDS THEREOF, AS
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		T. Astronomic Character
000020179  When collateral is crops or fixtures complete this portion a. Description of real estate (Sufficient to identify the pr	of form. Please Retur	n To: Intercounty Clearance
When collateral is crops or fixtures complete this portion	of form. Please Retur operty). Corp	•
When collateral is crops or fixtures complete this portion	of form. Please Retur	venue
When collateral is crops or fixtures complete this portion a. Description of real estate (Sufficient to identify the pro-	of form. Please Retur operry). Corp 440 Ninth A	venue
When collateral is crops or fixtures complete this portion	of form. Please Retur operry). Corp 440 Ninth A	venue
When collateral is crops or fixtures complete this portion a. Description of real estate (Sufficient to identify the pro-	of form. Please Retur operry). Corp 440 Ninth A	venue
When collateral is crops or fixtures complete this portion a. Description of real estate (Sufficient to identify the pro-	of form. Please Retur operry). Corp 440 Ninth A	venue
When collateral is crops or fixtures complete this portion a. Description of real estate (Sufficient to identify the pro-	of form. Please Retur operry). Corp 440 Ninth A	venue
When collateral is crops or fixtures complete this portion a. Description of real estate (Sufficient to identify the probability of the probabilit	of form. Please Retur Corp 440 Ninth A New York, N	venue VY 10001
When collateral is crops or fixtures complete this portion a. Description of real estate (Sufficient to identify the probability of the probabilit	of form.  Please Retur Corp 440 Ninth A New York, N	venue VY 10001 ional sheets presented. ( )
When collateral is crops or fixtures complete this portion a. Description of real estate (Sufficient to identify the probability of the probabilit	of form.  Operty).  Please Retur  Corp  440 Ninth A  New York, N   (***) Products of Collateral are also covered. No. of addit  County.  (***) S	venue VY 10001
When collateral is crops or fixtures complete this portion a. Description of real estate (Sufficient to identify the probability of the probabilit	Of form.  Operty).  Please Retur  Corp  440 Ninth A  New York, N  (**\)  Products of Collateral are also covered. No. of addit  County.  County.  County.	venue VY 10001 ional sheets presented. ( )
When collateral is crops or fixtures complete this portion a. Description of real estate (Sufficient to identify the probability of the probabilit	Of form.  Operty).  Please Retur  Corp  440 Ninth A  New York, N  (**\)  Products of Collateral are also covered. No. of addit  County.  County.  County.	venue NY 10001  ional sheets presented. ( ) ectetary of State
When collateral is crops or fixtures complete this portion a. Description of real estate (Sufficient to identify the probability of the probabilit	Of form.  Operty).  Please Retur  Corp  440 Ninth A  New York, N  (**\)  Products of Collateral are also covered. No. of addit  County.  County.  County.	venue NY 10001  ional sheets presented. ( ) ecretary of State  Party(ies) or Assignee(s)

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1. (Rev. 9/81)

FOR OFFICE VIEW PRESENTED TO A Filing Officer	for filing pursuant to the Uniform Commercial	Code Maturity d	ate (if any):
FOR OFFICE USE ONLY	Debtor(s) Name (Last Name, First) Comp CLINFORCE, INC.	lete Address	Maturity date (if any):
·	6551 PARK OF COMMERCE BOUL	EVADD	
	N.W.,	EVARD, -	EOP OCCIOC HOT THE
	SUITE 200	1	FOR OFFICE USE ONLY
	BOCA RATON, FL 33847	į.	
·	Tax D: 71-0802094	į.	
	144 25. 71 0002091	1	
	Secured Party(ies) and Complete Address CITICORP USA, INC., AS COLLAT	FDAT	
	AGENT	EKAL	
	390 GREENWICH STREET	1	
	NEW YORK, NY 10013	j	
	Tax ID: 13-3535517	i	
	14x 15. 15-555517	1	
	Assignee(s) of Secured Party and Comple	te Address	
	and same.	ine radicess	
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	}		
	j	j	
	į.		
0000020180  When collateral is crops or fixtures complete this portion of	form	01911	
a. Description of real estate (Sufficient to identify the property).			To: Intercounty Clearance
		Corp 440 Ninth Avenue	
		New York, NY	( 1000 )
b. Name and complete address of record owner.			
a. (X) Proceeds of Collateral are also covered. b. (	✓ ) Products of Collateral are also covered	No. of additio	nal sheets presented. ( )
( ) Filed with Register of Deeds and Mortgages of	County.		retary of State
(>) Filed with the County Clerk of NJ, MORRIS	Count	· ·	
Signature(s) of Debtor(s)			Party(ies) or Assignee(s)
1 11	11:	1	,
CLINEOPCE DIC		<u>unt</u>	
CLINFORCE, INC.	CITICORP USA	, inc., as cot	LATERAL AGENT

Filing Officer Copy

This form of statement is approved by the Secretary of State of New Jetsey.

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1. (Rev. 9/81)

This FINANCING STATEMENT is presented to a Filing Officer for filing	g pursuant to the Uniform Commercial Code.		3. Maturity date (if any):
Debtor(s) (Last Name First) and Address(es):     CLINFORCE, INC.	2. Secured Partylles) and Address(es): CITICORP USA, INC., AS COLI	ATERAL 4. F	or Filing Officer (Date, Time, Number, and Filing Office)
case manufactures of the case	AGENT		
	390 GREENWICH STREET	Ī	
SUITE 200 BOCA RATON, FL 33847	NEW YORK, NY 10013		
Tax ID: 71-0802094	Tax ID: 13-3535517		
4. This financing statement covers the following types (or Items) of p ALL NOW OWNED OR HEREAFTER ACQUIR GENERAL INTANGIBLES, CHATTEL PAPER, EQUIPMENT AND INVENTORY, AND PRODU ON ANNEX I ATTACHED HERETO AND INCO	ED ACCOUNTS, DOCUMENTS INVESTMENT PROPERTY, GO CTS AND PROCEEDS THEREO	OODS, OF, AS DESCRIBEI	
			Please Return To: Intercounty Clearance
			Corp 440 Ninth Avenue
			New York, NY 10001
Check X if covered: Proceeds of Collateral are also	covered Products of Collateral a	are also covered. No. of add	ditional sheets presented:
MA,*Central/SOS* Secretary of the Commo	nwealth 0000020186	0191	1
CLINFORCE, INC.	eciti	ICORP USA, INC.,	AS COLLATERAL AGENT
By	By	Nesh	1 frui
Signature(s) of Debtor(s)	•		Stgnature(s) of Secured Party(les)
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM L	CC-1	FIL	ING OFFICER - ALPHABETICAL

STATE OF MASSACHUSETTS

inis FINANCING STATEMENT is presented to a Filing Officer for fil	ling pursuant to the Uniform Commerc	dali Code.	3. Maturity date (if any):
1. Debtor(s) (Last Name First) and Address(es): CLINFORCE, INC. 6551 PARK OF COMMERCE BOULEVARD, N.W., SUITE 200 BOCA RATON, FL 33847 Tax ID: 71-0802094	2. Secured Partyles) and Address CITICORP USA, INC., A AGENT 390 GREENWICH STRE NEW YORK, NY 10013 Tax ID: 13-3535517		or Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of ALL NOW OWNED OR HEREAFTER ACQUI GENERAL INTANGIBLES, CHATTEL PAPER EQUIPMENT AND INVENTORY, AND PROD ON ANNEX I ATTACHED HERETO AND INC	R, INVESTMENT PROPER UCTS AND PROCEEDS T	RTY, GOODS, HEREOF, AS DESCRIBED	5. Assignee(s) of Secured Party and Address(es)  Please Return To: Intercounty Clearance Corp 440 Ninth Avenue New York, NY 10001
Check X if covered: X Proceeds of Collateral are als	so covered Products of 0	Collateral are also covered. No. of add	itional sheets presented:
MA,BRAINTREE TOWN Town/City C	Clerk 0000020187	01911	
CLINFORCE, INC. Gulf	1	CITICORP USA, INC.,	AS COLLATERAL AGENT
BySignalure(s) of Debtor(s)		By Mest,	Signature(s) of Secured Party(les)
CTANDADO CODA UNICODA COMACDOM CODE CODA	NCC 4	FILE	ING OFFICER - ALPHABETICAL

STATE OF MASSACHUSETTS

PARTIES	FINANCING STATEMENT	
<b>Debtor</b> name (last name first if individual) and mailing address: See Attached	FINANCING STATEMENT  Uniform Commercial Code Form UCC-1  IMPORTANT - Please read instructions before completing  Filing No. (stamped by filing officer): Date, Time, Filing Office (stamped by filing officer)	
Debtor name (last name first if individual) and mailing address:	5	
<u>la</u>	(	
<b>Debtor</b> name (last name first if individual) and mailing address:	Secretary of the Commonwealth.  Prothonotary ofCounty.	
	□real estate Records ofCounty. 6	
Ib	Number of Additional Sheets (if any) 7 Optional Special Identification (Max. 10 characters): 8 COLLATERAL	
Secured Party(les) name(s) (last name first if individual) and address for security interest information: CITICORP USA, INC., AS COLLATERAL AGENT 390 GREENWICH STREET NEW YORK, NY 10013 Tax ID: 13-3535517	Identify collateral by item and/or type: ALL NOW OWNED OR HEREAFTER ACQUIRED ACCOUNTS, DOCUMENTS, INSTRUMENTS, GENERAL INTANGIBLES, CHATTEL PAPER, INVESTMENT PROPERTY, GOODS, EQUIPMENT AND INVENTORY, AND PRODUCTS AND PROCEEDS THEREOF, AS DESCRIBED ON ANNEX I ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.	
Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:	Check only if desired  Products of the collateral are also covered.   5   Identity related real estate if applicable. The collateral is, or includes (check appropriate box(es) -   a.   Crops growing or to be grown on -   b.   Goods which are or are to become fixture on -   c.   Iminerals or the like (including oil and gas) as extracted on -	
Special Types of Parties (Check if applicable):	d. Daccounts resulting from the sale of minerals or the like (including oil and gas) at	
The terms "Debtor" and "Secured Party" mean "Lessee"	the wellhead or minehead on -	
and "Lessor", respectively.	the following real estate:	
LiThe terms "Debtor" and "Secured Party" mean	Street Address:	
"Consignee" and "Consignor", respectively.	Describe at: Book of (check one) Deeds Mortgages, at Page(s)	
Debtor is a Transmitting Utility. 3	forCounty. Uniform Parcel Identifier	
SECURED PARTY SIGNATURE(S)  This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))-	Li Described on Additional Sheet.  Name of record owner (required only if no Debtor has an interest of record):	
a. Dacquired after a change of name, identity or corporate structure of the Debtor.	DEBTOR SIGNATURE(S)	
<ul> <li>b. Das to which the filing has lapsed.</li> <li>c. already subject to a security interest in another county in Pennsylvania -</li> </ul>	Debtor Signature(s):	
When the collateral was moved to this county.  When the Debtor's residence or place of business was moved to this county.	CLINFORCE, INC.	
d. already subject to a security interest in another jurisdiction - 		
when the Debtor's location was moved to Pennsylvania.	1b	
e. LJwhich is <b>proceeds</b> of the collateral described in block 9, in which a security interest was previously perfected describe proceeds in block 9, if purchased with cash	11	
proceeds and not adequately described on the adequately described on the original financing statement.	RETURN RECEIPT TO: Intercounty Clearance Corp 440 Ninth Avenue	
Secured Party Signature(s): (Required only if box(es) is checked above): CITICORP USA, INC., AS COLLATERAL AGENT	New York, NY 10001	
Micst ofin		
4	0000020181 PA *Central/SOS* 01911	

Approved by the Secretary of the Commonwealth of Pennsylvania

(1) Filing Office Original

#### **ATTACHMENT for Oversized Info**

Page 1

ebtor(1) Information

CLINFORCE, INC.

6551 PARK OF COMMERCE BOULEVARD, N.W.,

SUITE 200

BOCA RATON, FL 33847 Tax ID: 71-0802094

PARTIES	FINANCING STATEMENT
Debtor name (last name first if individual) and mailing address:	Uniform Commercial Code Form UCC-1
See Attached	IMPORTANT - Please read instructions before completing
	filing No. (stamped by filing officer): Date, Time, Filing Office (stamped by filing officer)
1	
Debtor name (last name first if individual) and mailing address:	
	5
	The Financing Statement is presented for filing pursuant to the Uniform Commercial
la	Code and is to be filed with the (check applicable box).
Debtor name (last name first if individual) and mailing address:	
the property of the first in the property of the production of the property of the production of the p	PA, MONTGOMERY County.
	Dreal estate Records of
	Number of Additional Sheets (if any)
lb	Optional Special Identification (Max. 10 characters):
Secured Party(les) name(s) (last name first if individual) and	COLLATERAL  Identify collectoral by item and for type:
address for security interest information:	Identify collateral by item and/or type: ALL NOW OWNED OR HEREAFTER ACQUIRED ACCOUNTS,
address for security interest information: CITICORP USA, INC., AS COLLATERAL AGENT	DOCUMENTS, INSTRUMENTS, GENERAL INTANGIBLES, CHATTEL
390 GREENWICH STREET	PAPER, INVESTMENT PROPERTY, GOODS, EQUIPMENT AND
NEW YORK, NY 10013	INVENTORY, AND PRODUCTS AND PROCEEDS THEREOF, AS
Tax ID: 13-3535517	DESCRIBED ON ANNEX I ATTACHED HERETO AND INCORPORATED BY
2	REFERENCE HEREIN.
Assignee(s) of Secured Party name(s) (last name first if	
individual) and address for security interest information:	
	(check only if desired) Products of the collateral are also covered.
	Identify related real estate if applicable. The collateral is, or includes (check
	appropriate box(es) -
	a. 🗆 crops growing or to be grown on -
	b. Ogoods which are or are to become <b>fixture</b> on -
20	c. Dminerals or the like (including oil and gas) as extracted on -
Special Types of Parties (Check if applicable):	d. Daccounts resulting from the sale of minerals or the like (including oil and gas) at
The terms "Debtor" and "Secured Party" mean "Lessee"	the wellhead or minehead on -
and "Lessor", respectively.	the following real estate:
The terms "Debtor" and "Secured Party" mean	Street Address:
"Consignee" and "Consignor", respectively.	Describe at: Bookof (check one) Deeds DMortgages, at Page(s)
SECURED PARTY SIGNATURE(S)	Described on Additional Sheet.
This statement is filed with only the Secured Party's signature	Name of record owner (required only if no Debtor has an interest of record):
to perfect a security interest in collateral (check applicable box(es))-	}
a. Dacquired after a change of name, identity or corporate	10
structure of the Debtor.	DEBTOR SIGNATURE(S)
b. $\square$ as to which the filing has lapsed.	Debtor Signature(s): (2)
c. already subject to a security interest in another county in	
Pennsylvania -	I and In
When the collateral was moved to this county.	CLINFORCE, INC.
When the Debtor's residence or place of business was	
moved to this county.	la
d. already subject to a security interest in another jurisdiction	•
When the collateral was moved to Pennsylvania.	1
When the Debtor's location was moved to Pennsylvania	. lb
e. Dwhich is proceeds of the collateral described in block 9.	
in which a security interest was previously perfected	
describe proceeds in block 9, if purchased with cash	
proceeds and not adequately described on the	
adequately described on the original financing statement	RETURN RECEIPT TO:
	Intercounty Clearance Corp
Secured Party Signature(s):	440 Ninth Avenue
(Required only if box(es) is checked above):	New York, NY 10001
CITICORP USA, INC., AS COLLATERAL AGENT	
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Was the	
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Approved by the Secretary of the Commonwealth of Pennsylvania

(1) Filing Office Original

Page 2

# 1D: 0000020182 PA MONTGOMERY

# **ATTACHMENT for Oversized Info**

Debtor(1) Information

CLINFORCE, INC.

6551 PARK OF COMMERCE BOULEVARD, N.W.,

SUITE 200

BOCA RATON, FL 33847

Tax ID: 71-0802094

1 Debtor(s) (Last Name First) and Address(es) CLINFORCE, INC.	ing officer for filing pursuant to the Uniform Comme 2 Secured Party(les) and Address(es) CTTICORP USA, INC., AS COLLATERAL	3 For Filing Officer (Date, Time, Number, and Filing Office)
6551 PARK OF COMMERCE BOULEVARD,	AGENT	
N.W.,	390 GREENWICH STREET	Ì
SUITE 200	NEW YORK, NY 10013	
BOCA RATON, FL 33847	Tax ID: 13-3535517	
Tax ID: 71-0802094		
4 This financing statement covers the following type ALL NOW OWNED OR HEREAFTER ACQUINSTRUMENTS, GENERAL INTANGIBLES, PROPERTY, GOODS, EQUIPMENT AND IN PROCEEDS THEREOF, AS DESCRIBED ON INCORPORATED BY REFERENCE HEREIN	CHATTEL PAPER, INVESTMENT VENTORY, AND PRODUCTS AND ANNEX I ATTACHED HERETO AND	5. Assignee(s) of Secured Party and Address(es)
		Please Return To: Intercounty Clearance Corp 440 Ninth Avenue New York, NY 10001
Check X if covered: X Products of Coll	lateral are also covered	No. of additional sheets presented:
Filed with OH,CLERMONT County Recorder	0000020184	01911
	ISE WHICHEVER SIGNATURE LINE IS APPLICA CITICORP USA	BLE) , INC., AS COLLATERAL AGENT
By: Signature(s) of Debtor(s)	By: W. Sig	nature(s) on Secured Party(ies)
	This form of financing statement is	
STANDARD FORM	approved by the Secretary of State	Revised, Eff. 1/1/7

TRADEMARK

REEL: 002255 FRAME: 0534

This FINANCING STATEMENT is presented to a fili	ng officer for filing pursuant to the Uniform Comme	rcial Code.
1 Debtor(s) (Last Name First) and Address(es) CLINFORCE, INC. 6551 PARK OF COMMERCE BOULEVARD, N.W., SUITE 200 BOCA RATON, FL 33847 Tax ID: 71-0802094	2 Secured Party(ies) and Address(es) CITICORP USA, INC., AS COLLATERAL AGENT 390 GREENWICH STREET NEW YORK, NY 10013 Tax ID: 13-3535517	3 For Filing Officer (Date, Time, Number, and Filing Office)
4 This financing statement covers the following type ALL NOW OWNED OR HEREAFTER ACQUINSTRUMENTS, GENERAL INTANGIBLES, PROPERTY, GOODS, EQUIPMENT AND INTANCED THEREOF, AS DESCRIBED ON INCORPORATED BY REFERENCE HEREIN	CHATTEL PAPER, INVESTMENT VENTORY, AND PRODUCTS AND ANNEX I ATTACHED HERETO AND	5. Assignee(s) of Secured Party and Address(es)
		Please Return To: Intercounty Clearance Corp 440 Ninth Avenue New York, NY 10001

Check 🛛 if covered:	Products of Collateral are also covered		No. of additional sh	eets presented:
Filed with OH,*Central/S	SOS* Secretary of State	0000020183	0	1911
CLINFORCE, INC.	(USE WHICHEVER SIGNA	TURE LINE IS APPLIC CITICORP US	ABLE) A, INC., AS COLLATEI	RAL AGENT
Bv:	Ind And	BV: WC	sh, cfin	<u> </u>
	Signature(s) of Debtor(s)	S	lignature(s) of Secured Part	y(ies)

This form of financing statement is approved by the Secretary of State UNIFORM COMMERCIAL CODE – UCC-1 FILING OFFICER COPY-ALPHABETICAL

Revised, Eff. 1/1/79

1 Debtorls) (Last Name First) and Address(es) CLINFORCE, INC.	2 Secured Partylies) and Address(es) CITICORP USA, INC., AS COLLATERAL	3 For Filing Officer (Date, Time, Number, and Filing Office)
6551 PARK OF COMMERCE BOULEVARD,	AGENT	
N.W.,	390 GREENWICH STREET	
SUITE 200	NEW YORK, NY 10013	
BOCA RATON, FL 33847	Tax ID: 13-3535517	
Tax ID: 71-0802094	1	
4 This financing statement covers the following type ALL NOW OWNED OR HEREAFTER ACQUINSTRUMENTS, GENERAL INTANGIBLES, PROPERTY, GOODS, EQUIPMENT AND INTANGEDS THEREOF, AS DESCRIBED ON INCORPORATED BY REFERENCE HEREIN	CHATTEL PAPER, INVESTMENT VENTORY, AND PRODUCTS AND ANNEX I ATTACHED HERETO AND	5, Assignee(s) of Secured Party and Address(es)
		Please Return To: Intercounty Clearance Corp 440 Ninth Avenue New York, NY 10001

Check X if covered:	Products of Collateral are also	covered	No. of additional sheets presented:
Filed with OH, HAMILTO	ON County Recorder	0000020185	01911
CLINFORCE, INC.	$\alpha$	ER SIGNATURE LINE IS APPLICAL CITICORP USA,	BLE) , INC., AS COLLATERAL AGENT
Ву:	Signature(s) of Debtor(s)	By: Sign	nature(s) of Secbrad Party (ies)

This form of financing statement is

STANDARD FORM —
UNIFORM COMMERCIAL CODE — UCC-1

This form of financing statement is

approved by the Secretary of State

FILING OFFICER COPY-ALPHABETICAL

Revised, Eff. 1/1/7!

# UNIFORM COMMERCIAL CODE - SINANCING STATEMENT - FORM UCC-1

This FINANCING STATEMENT is presented for filing pursuant to the Nevada Uniform Commercial Code

IPORTANT: Read instructions on back before filling out form.		Receipt No	
DEBTOR (OHE NAME ONLY) CFRC, INC.  MI LEGAL BUSINESS MAME    MOVIDUAL (LAST NAME FIRST)		1A. SOCIAL SECURITY OR 71-0812748	
MAILING ADDRESS 551 PARK OF COMMERCE BOULEVARD, N.W., SUITE 200	1C. CITY, STATE BOCA RATON, FL		10. ZIP CODE 33847
RESIDENCE ADDRESS	1F. CITY, STATE		16. ZIP CODE
ADDITIONAL DEBTOR (IF ANY) (ONE NAME ONLY)  C LEGAL BUSINESS NAME  INDIVIDUAL (LAST NAME FIRST)		2A. SOCIAL SECURITY OR	FEDERAL TAX NO.
I. MAILING ADORESS	2C. CITY, STATE		20. ZIP CODE
RESIDENCE ADDRESS	2F. CITY, STATE		26. ZIP CODE
ADDITIONAL DEBTOR(S) ON ATTACHED SHEET			
SECURED PARTY NAME CITICORP USA, INC., AS COLLATERAL AGENT		4A. SOCIAL SECURITY NO OR BANK TRANSIT A	). Federal tax no ND A.B.A. NO.
MAILING ADDRESS 390 GREENWICH STREET CITY NEW YORK STATE NY	ZIP CODE 10013	13-3535517	
ASSIGNEE OF SECURED PARTY (IF ANY) NAME		SA. SOCIAL SECURITY NO OR BANK TRANSIT A	
Mailing address City State	ZIP CODE		
This FINANCING STATEMENT covers the following types or items of property (if crops or tim			as and some of some
6ASIGNATURE OF RECORD OWNER		AUM AMOUNT OF INDEBTEDNESS TO	
68. (TYPE) RECORD OWNER OF REAL PROPERTY	BE SEC	DURED AT ANY ONE TIME (OPTIONAL	.)
if Collateral are Applicable also covered covered was	oceeds of above described original flateral in which a security interest as perfected (Debtor's Signature of Required)	D. Collateral was brought to security interest (Debtor's Signature N	in another jurisdict
Check If Applicable Ed  DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH	NRS 704.205 AND NRS 104.9403.		
	11	This Space for Use of Filing Number and Filing Officer)	Officer: (Date, Time.
(Date)			
By SIGNATURE(S) OF DEBTOR(S)  CFRC, INC.	(TITLE)		
TYPE HAME(S)			
SIGNATURES) OF SECURED PAREY(1ES) CITICORP USA, INC., AS COLLATERAL AGENT	(TITLE)		
TYPE NAME(S)			
18. Return Copy to:			
Intercounty Clearance Corp  MANE 440 Niuth Avenue	Triet		
ADDRESS CITY, STATE AND ZIP	Account Number (N Applicable)		
1 0000020210 NV,*Central/SOS* Secretary of State 01	1911 1	Alphabetical	

# UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

This FINANCING STATEMENT is presented for filling pursuant to the Nevada Uniform Commercial Code

PORTANT: R	lead instructions on b	ack before filling out	form.		Receipt No	
DEBTOR (ONE NA 20 LEGAL BUSI		INC.	<del></del>		1A. SOCIAL SECURITY 71-0812748	OR FEDERAL TAX NO.
MAILING ADDRE		EVARD, N.W., SUITI		IC. CITY, STATE BOCA RATON, FL		10. ZIP CODE 33847
RESIDENCE ADD	PRESS			IF. CITY, STATE		16. ZIP CODE
□ LEGAL BUS		NLY)			2A. SOCIAL SECURITY	OR FEDERAL TAX NO.
MAILING ADDRE	(LAST NAME FIRST) ESS			2C. CITY, STATE	_ <b>L</b>	20. ZIP CODE
RESIDENCE ADD	DRESS	<del></del>		2F. CITY, STATE		2G. ZIP CODE
ADDITIONAL	. Debtor(s) on attached	SHEET				
	ICORP USA, INC., AS C IESS 390 GREENWICH		T		4A. SOCIAL SECURITY OR BANK TRANSI	NO. FEDERAL TAX NO T AND A.B.A. NO.
CITY NEW		STATE NY		ZIP CODE 10013	13-3535517	
ASSIGNEE OF SE HAME MAILING ADDR	CURED PARTY (IF ANY)					r no. Federal, tax n It and a.B.a. no.
CITY	<b>KOO</b>	STATE		ZIP CODE		
6A	SIGNATURE OF	RECORD OWNER		SC. \$MAX BE SE	MUM AMOUNT OF INDEBTEONES CURED AT ANY ONE TIME (OPT)	S TO ONAL)
68	(TYPE) RECORD OWN	IER OF REAL PROPERTY				·
Check if Applicable Ø	A. Proceeds of collateral are also covered	Products of collateral are also covered	collateral	of above described original in which a security interest ected (Debtor's Signature ired)		ought into this State subj est in another jurisdict re Not Required)
Check if Applicable ⊠	DEBTOR IS A "TRANS	SMITTING UTILITY" IN ACCO	ROANCE WITH NRS 7	04.205 AND NRS 104.9403.		
		(Bate)		1	This Space for Use of Fi Number and Filing Officer	
	GI	Date,				
CFRC, INC.	SIGNATURE(S) OF DEBTOR(	S)	(mu	E)		
	(N° c 1	TYPE NAME(S)	•			
By	SIGNATURE(S) OF SECURED P		<del>را</del>	TLE)		
CITICORP	USA, INC., AS COLL	TYPE NAME(S)				
<b>5</b> .	R	eturn Copy to:		_		
AME 440 ]	rcounty Clearance Cor Ninth Avenue York, NY 10001	p		Trust Account Number (N Applicable)		
	0020211 NV.CL	ARK County Clerk	01911		Alphahetical	

FORM UCC-1 (REV.1993)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

Debtor (Last Name First if an individual)     CFRC, INC.			1a. Date of Birth or FEI# 71-0812748
1b. Mailing Address 6551 PARK OF COMMERCE BOULEVARD, N.W., SUITE 200	lc. City, State BOCA RATON, FL		1d. Zip Code 33847
2. Additional Debtor or Trade Name (Last Name First if an individua	al)		2a. Date of Birth or FEI#
2b. Mailing Address	2c. City, State		2d. Zip Code
3. Secured Party (Last Name First if an individual) CITICORP USA, INC., AS COLLATERAL AGENT			13-3535517
3a. Mailing Address 390 GREENWICH STREET	3b. City, State NEW YORK, NY		3c. Zip Code 10013
4. Assignce of Secured Party (Last Name First if an individual)			
4a. Mailing Address	4b. City, State		4c. Zip Code
ALL NOW OWNED OR HEREAFTER ACQUIRED ACC CHATTEL PAPER, INVESTMENT PROPERTY, GOODS THEREOF, AS DESCRIBED ON ANNEX I ATTACHED	S, EQUIPMENT AND IN	IVENTORY, AND PRODU	CTS AND PROCEEDS
0000020208 FL,*0	Central/SOS* Secretary (	of State 01911	
6. Check only if Applicable: Products of collateral are also cov			otor is transmitting utility.
7. Check appropriate box:  (one box must be marked)   7 All documentary stamps due and  Florida Documentary Stamp Tax		d payable pursuant to s. 201.22 l	i.S., have been paid.
8. In accordance with s. 679.402(2) F.S., this statement is filed without operfect a security interest in collateral:		9. Number of additional shee	ts presented:
□ already subject to a security interest in another jurisdiction when it state or debtor's location changed to this state. □ which is proceeds of the original collateral described above in whi perfected. □ as to which the filing has lapsed. Date filed UCC-1 file number □ acquired after a change of name, identity, or corporate structure of the company of the compa	ich a security interest was	This Space for Us	e of Filing Officer
10. Signature(s) of Debtor(s)			
11. Signature(s) of Secured Party or if Assigned, by Assignee(s) CO	TICORP USA, INC., AS DLLATERAL AGENT		
12. Return Copy to:	,		
Name Intercounty Clearance Corp 440 Ninth Avenue New York, NY 10001			
Address	I		
City, State, Zip			

STANDARD FORM - FORM UCC-1

Approved by Secretary of State, State of Florida

FILING OFFICER COPY

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

Debtor (Last Name First if an individual) CFRC, INC.			1a. Date of Birth or FEI# 71-0812748
1b. Mailing Address 6551 PARK OF COMMERCE BOULEVARD, N.W., SUITE 200	lc. City, State BOCA RATON, FL		1d. Zip Code 33847
2. Additional Debtor or Trade Name (Last Name First if an individu	al)		2a. Date of Birth or FEI#
2b. Mailing Address	2c. City, State		2d. Zip Code
3. Secured Party (Last Name First if an individual) CITICORP USA, INC., AS COLLATERAL AGENT			13-3535517
3a. Mailing Address 390 GREENWICH STREET	3b. City, State NEW YORK, NY		3c. Zip Code 10013
4. Assignee of Secured Party (Last Name First if an individual)	<u> </u>		
4a. Mailing Address	4b. City, State		4c. Zip Code
THEREOF, AS DESCRIBED ON ANNEX I ATTACHED			
· · · · · · · · · · · · · · · · · · ·	ALM BEACH Clerk of C		
6. Check only if Applicable: AProducts of collateral are also countries. 7. Check appropriate box:	vered. Proceeds of colla	ateral are also covered.	ebtor is transmitting utility. F.S., have been paid.
6. Check only if Applicable: Products of collateral are also con (one box must be marked) All documentary stamps due and (one box must be marked) Florida Documentary Stamp Tax 8. In accordance with s. 679.402(2) F.S., this statement is filed with to perfect a security interest in collateral:  O already subject to a security interest in another jurisdiction when it state or debtor's location changed to this state.  O which is proceeds of the original collateral described above in whe perfected.  O as to which the filing has lapsed. Date filed  UCC-1 file number  acquired after a change of name, identity, or corporate structure of the collateral collateral structure of the collateral collateral described above in whe perfected.	payable or to become due and is not required.  Dut the Debtor's signature the was brought into this sich a security interest was and previous of the debtor.	9. Number of additional sheet This Space for U	F.S., have been paid.

STANDARD FORM - FORM UCC-1

Approved by Sccretary of State, State of Florida

FILING OFFICER COPY

#### ANNEX I

A. This Annex I, consisting of six (6) pages, is attached to and incorporated in a financing statement pertaining to (i) the Security Agreement dated as of July 29, 1999, as amended and restated as of December 16, 1999 and March 16, 2001 (as further amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Cross Country Travcorps, Inc., (formerly known as Cross Country Staffing, Inc.) a Delaware corporation (the "Borrower"), and Citicorp USA, Inc., as collateral agent (in such capacity, the "Collateral Agent") for the Obligees (as defined below), and (ii) the Credit Agreement dated as of July 29, 1999, as amended and restated as of December 16, 1999 and March 16, 2001 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the lenders from time to time party thereto (the "Lenders"), Salomon Smith Barney Inc., as arranger, Citicorp USA, Inc., as administrative agent for the Lenders (in such capacity, the "Administrative Agent") and as Collateral Agent, swingline lender and issuing bank in such capacity, (the "Issuing Bank"), Bankers Trust Company, as syndication agent, and Wachovia Bank, N.A., as documentation agent. The Financing Statement that this Annex I is attached to covers all of the following, whether now owned or hereafter acquired by the Debtor named in the Financing Statement to which this Annex I is attached (the "Debtor") or in which the Debtor now has or at any time in the future may acquire any right, title or interest in, to and under (collectively, the "Collateral"):

- (i) all Account Rights;
- (ii) all Documents;
- (iii) all Inventory;
- (iv) all Chattel Paper;
- (v) all Contract Rights;
- (vi) all Equipment;
- (vii) all General Intangibles;
- (viii) all cash and cash accounts;
- (ix) all Intellectual Property;
- (x) all Investment Property; and
- (xi) all Proceeds;

provided that the Collateral shall not include (i) except as set forth in Section 9-318 of the Uniform Commercial Code, any agreement or License which cannot be pledged or assigned according to its terms or the pledge or assignment of which requires the consent of any third party unless such third party has consented thereto, (ii) Investment Property evidenced by a certificate pledged under the Pledge Agreement, (iii) property subject to a Lien permitted by Section 6.02(i) of the Credit Agreement and (iv) property acquired after July 29, 1999 (or after the Debtor became a Subsidiary of the Borrower) and subject to

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Liens permitted by Section 6.02 (c) of the Credit Agreement to the extent that the terms of the Indebtedness secured by such Liens do not permit the creation of additional Liens thereon.

- B. 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 the Debtor under, with respect to or on account of an Account.
- "Accounts Rights" 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.
- "Accounts" shall mean any and all right, title and interest of the Debtor 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 payments due from Affiliates of the Debtor.
- "Affiliate" shall mean, when used with respect to a specified person, another person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the person specified.
- "Chattel Paper" shall mean (a) a writing or writings which evidence both a monetary obligation and a security interest in or a lease of specific Equipment and (b) all other property now or hereafter constituting "chattel paper" under the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions, in each case that are now or hereafter owned by the Debtor.
- "Commodity Account" shall mean an account maintained by a Commodity Intermediary in which a Commodity Contract is carried 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.
- "Contract Rights" shall mean the rights of the Debtor to bill and receive payment for completed work under any and all contracts, agreements or purchase orders.

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- "Control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise, and the terms "Controlling" and "Controlled" shall have meanings correlative thereto.
- "Copyright License" shall mean any written agreement, now or hereafter in effect, granting any right to the Debtor under any Copyright now or hereafter owned by any third party, and all rights of the Debtor under any such agreement.
- "Copyrights" shall mean all of the following now owned or hereafter acquired by the Debtor: (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, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office or any similar office in any foreign country.
- "Documents" shall mean all instruments, certificates representing shares of capital securities, 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 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 the Debtor. 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 which 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 the Debtor 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 choses in action and causes of action and all other assignable intangible personal property of the Debtor of every kind and nature (other than Account Rights) now owned or hereafter acquired by the Debtor, including all rights and interests in partnerships, limited partnerships, limited liability companies and other

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unincorporated entities, corporate or other business records, indemnification claims, and contract rights (including (a) rights under leases, whether entered into as lessor or lessee (but excluding real estate leases), (b) rights under the Acquisition Agreement, (c) rights under any Interest Rate Agreement, (d) any intercompany payment obligations not evidenced by any instrument, (e) 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 which such Grantor otherwise has the right to license, and all rights of such Grantor under any such agreement, (f) any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, is in existence, and all rights of any Grantor under any such agreement, (g) any written agreement, now or hereafter in effect, granting any right to any third party to use any Trademark now or hereafter owned by any Grantor or which such Grantor otherwise has the right to license, and all rights of such Grantor under any such agreement, and (h) other agreements, 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 Account Rights).

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

"Inventory" shall mean all goods of the Debtor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by the Debtor under contracts of service, or consumed in the Debtor'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 the Debtor.

"Investment Property" shall mean all Securities (whether certificated or uncertificated), Security Entitlements, Securities Accounts, Commodity Contracts and Commodity Accounts of the Debtor, whether now owned or hereafter acquired by the Debtor.

"License" shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which the Debtor is a party, other than those licenses or license agreements which by their terms prohibit (or as to which applicable law prohibits) assignment or a grant of a security interest by the Debtor.

"Lockbox System" shall mean the system of lockboxes and related deposit accounts established in the name of the Collateral Agent pursuant to Section 5.01 of the Security Agreement.

"Patent License" shall mean any written agreement, now or hereafter in effect, granting to the Debtor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of the Debtor under any such agreement.

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## U.S. COPYRIGHTS OWNED BY CLINFORCE, INC.

# **U.S. Copyright Registrations Author Title** Reg. No. None Pending U.S. Copyright Applications for Registration Date Filed Title Author Class None Non-U.S. Copyright Registrations Reg. No. **Author** Title Country None Non-U.S. Pending Copyright Applications for Registration Date Filed Country Title **Author** Class None

5730/22742-001 NYLIB2/825097 v2

#### **LICENSES**

#### **PART I**

# LICENSES/SUBLICENSES OF CLINFORCE, INC. AS LICENSOR ON DATE HEREOF

#### A. Copyright

U.S. Copyrights

Licensee Name and Address

Date of License/ Sublicense Title of U.S. Copyright

**Author** 

Reg. No.

None

Non-U.S. Copyrights

Country

Licensee Name and Address Date of License/ Sublicensee <u>Title of</u>
<u>Non-U.S.</u>
Copyrights

Author

Reg. No.

None

#### **B.** Patents

U.S. Patents

Licensee Name and Address

Date of License/ Sublicense

Issue Date

Patent No.

None

5730/22742-001 NYLIB2/825097 v2

## **U.S. Patent Applications**

Licensee Name and Address

Date of License/ Sublicense

Date Filed

Application No.

None

Non-U.S. Patents

Country

Licensee Name and Address

Date of License/ Sublicense

Issue Date

Non-U.S. Patent No.

None

Non-U.S. Patent Applications

Country

Licensee Name and Address

Date of License/ Sublicense

Date Filed

Application No.

None

C. Trademarks

U.S. Trademarks

Licensee Name and Address

Date of License/ Sublicense

U.S.Mark

Reg. Date

Reg. No.

None

5730/22742-001 NYLIB2/825097 v2

## U.S. Trademark Applications

Licensee Name and Address

Date of License/ Sublicense

U.S. Mark Date Filed

Application No.

None

Non-U.S. Trademarks

Country

Licensee Name and Address

Date of License/ Sublicense

Non-U.S. Mark

Reg. Date

Reg. No.

None

Non-U.S. Trademark Applications

Country

Licensee Name and Address

Date of License/ Sublicense

Non-U.S. Mark

Date Filed

Application No.

None

D. Others

Licensee Name and Address

<u>Date of License/</u> <u>Sublicense</u>

Subject Matter

None

5730/22742-001 NYLIB2/825097 v2

## PART 2

# LICENSES/SUBLICENSES OF CLINFORCE, INC. AS LICENSEE ON DATE HEREOF

#### A. Copyrights

U.S. Copyrights

Licensor Name and Address

Date of License/ Sublicense

Title of U.S. Copyright

<u>Author</u>

Reg. No.

None

Non-U.S. Copyrights

Country

Licensor Name and Address

Date of License/ Sublicensee

Title of Non-U.S. Copyrights

**Author** 

Reg. No.

None

#### **B.** Patents

U.S. Patents

**Licensor Name** and Address

Date of License/ Sublicense

Issue Date

Patent No.

None

U.S. Patent Applications

Licensor Name

and Address

Date of License/ Sublicense

Date Filed

Application No.

None

5730/22742-001 NYLIB2/825097 v2

# Non-U.S. Patents

Country	<u>Licensor Name</u> and Address	<u>Date of License/</u> <u>Sublicense</u>	Issue Date	Non-U.S. Patent No.
None				

# Non-U.S. Patent Applications

Country	<u>Licensor Name</u> and Address	<u>Date of License/</u> <u>Sublicense</u>	Date Filed	Application No.
None				

# C. Trademarks

# U.S. Trademarks

Licensor Name and Address	Date of License/ Sublicense	U.S. Mark	Reg. Date	Reg. No.
CFRC, Inc. 2325-B Renaissance Dr. Las Vegas, NV 89119	8/1/98	ClinForce, Inc. (and design)	07/05/94	1,843,856
CFRC, Inc. 2325-B Renaissance Dr. Las Vegas, NV 89119	8/1/98	Miscellaneous Design Only (Silhouette Figure)	04/22/97	2,055,309
CFRC, Inc. 2325-B Renaissance Dr. Las Vegas, NV 89119	8/1/98	ClinForce (Stylized)	04/22/97	2,055,308
CFRC, Inc. 2325-B Renaissance Dr. Las Vegas, NV 89119	8/1/98	ClinChek	11/10/98	2,202,588

# U.S. Trademark Applications

Licensor Name	Date of License/			Application
and Address	Sublicense	U.S. Mark	Date Filed	No.

None

5730/22742-001 NYLIB2/825097 v2

## SCHEDULE I **EXHIBIT B** TO SECURITY AGREEMENT

## Non-U.S. Trademarks

Country

Licensor Name and Address

Date of License/ Sublicense

Non-U.S. Mark Reg. Date

Reg. No.

None

Non-U.S. Trademark Applications

Country

Licensor Name and Address

Licensor Name and Address

<u>Date of License/</u> <u>Sublicense</u>

Non-U.S. Mark

Date Filed

**Application** No.

None

D. Others

Date of License/ Sublicense

Subject Matter

None

5730/22742-001 NYLIB2/825097 v2

# PATENTS OWNED BY CLINFORCE, INC.

**U.S. Patent Registrations** Patent Numbers Issue Date None **U.S. Patent Applications** Patent Application No. Filing Date None Non-U.S. Patent Registrations Issue Date Patent No. Country None Non-U.S. Patent Registrations Filing Date Patent Application No. Country

None

## TRADEMARK/TRADE NAMES OWNED BY CLINFORCE, INC.

**U.S. Trademark Registrations** 

**Mark** Reg. Date Reg. No. None **U.S. Trademark Applications** Filing Date Mark Application No. None **State Trademark Registrations** Mark Filing Date Application No. State None Non-U.S. Trademark Registrations Country <u>Mark</u> Reg. Date Reg. No.

None

# Non-U.S. Trademark Applications

Country

<u>Mark</u>

Application Date

Application No.

None

**Trade Names** 

Country(s) Where Used

**Trade Names** 

None

# U.S. COPYRIGHTS OWNED BY CFRC, INC.

U.S.	Copy	vright	Regis	trations

	<u>Title</u>	Reg. No.		Author	
None					
	Pending U	.S. Copyright Applic	ations for Registrati	<u>on</u>	
	<u>Title</u>	<u>Author</u>	Class	<u>Date Filed</u>	
None					
	]	Non-U.S. Copyright l	<u>Registrations</u>		
Country		Title	Reg. No.	Author	
None					
•					
Non-U.S. Pending Copyright Applications for Registration					
<u>Cou</u>	ntry	Title	<u>Author</u> <u>C</u>	lass Date Filed	

5730/22742-001 NYLIB2/825097 v3

None

#### **LICENSES**

## PART I

# LICENSES/SUBLICENSES OF CFRC, INC. AS LICENSOR ON DATE HEREOF

#### A. Copyright

U.S. Copyrights

Licensee Name and Address

Date of License/ Sublicense

Title of U.S. Copyright

**Author** 

Reg. No.

None

Non-U.S. Copyrights

Country

Licensee Name and Address

Date of License/ Sublicensee

Title of Non-U.S. Copyrights

Author

Reg. No.

None

## **B.** Patents

U.S. Patents

Licensee Name and Address

Date of License/ Sublicense

Issue Date Patent No.

None

# **U.S. Patent Applications**

Licensee Name and Address

Date of License/ Sublicense

Date Filed

Application No.

None

Non-U.S. Patents

<u>Country</u> <u>Licensee Name</u> and Address

Date of License/ Sublicense

Issue Date

Non-U.S. Patent No.

None

Non-U.S. Patent Applications

Country

Licensee Name and Address

<u>Date of License/</u> <u>Sublicense</u>

Date Filed

Application No.

None

#### C. Trademarks

## U.S. Trademarks

<u>Licensee Name</u> and Address	<u>Date of License/</u> <u>Sublicense</u>	U.S.Mark	Reg. Date	Reg. No.
ClinForce, Inc. 4815 Emperor Blvd. Suite 300 Durham, NC 27703	8/1/98	ClinForce, Inc. (and design)	07/05/94	1,843,856
ClinForce, Inc. 4815 Emperor Blvd. Suite 300 Durham, NC 27703	8/1/98	Miscellaneous Design Only (Silhouette Figure)	04/22/97	2,055,309
ClinForce, Inc. 4815 Emperor Blvd. Suite 300 Durham, NC 27703	8/1/98	ClinForce (stylized)	04/22/97	2,055,308
ClinForce, Inc. 4815 Emperor Blvd. Suite 300 Durham, NC 27703	8/1/98	ClinChek	11/10/98	2,202,588

5730/22742-001 NYLIB2/825097 v3

# U.S. Trademark Applications

Licensee Name and Address

Date of License/ Sublicense

U.S. Mark

Date Filed

Application No.

None

Non-U.S. Trademarks

Country

Licensee Name and Address Date of License/ Sublicense

Non-U.S. Mark

Reg. Date

Reg. No.

None

Non-U.S. Trademark Applications

Country

Licensee Name and Address Date of License/ Sublicense

Non-U.S. Mark

Date Filed

Application No.

None

D. Others

Licensee Name and Address

Date of License/ Sublicense

Subject Matter

None

5730/22742-001 NYLIB2/825097 v3

## PART 2

# LICENSES/SUBLICENSES OF CFRC, INC. AS LICENSEE ON DATE HEREOF

#### A. Copyrights

U.S. Copyrights

Licensor Name and Address

Date of License/ Sublicense Title of U.S. Copyright

Author

Reg. No.

None

Non-U.S. Copyrights

Country

Licensor Name and Address <u>Date of</u> <u>License/</u> <u>Sublicensee</u> <u>Title of</u>
<u>Non-U.S.</u>
<u>Copyrights</u>

Author

Reg. No.

None

#### **B.** Patents

U.S. Patents

<u>Licensor Name</u> and Address Date of License/ Sublicense

Issue Date

Patent No.

None

U.S. Patent Applications

Licensor Name and Address

Date of License/ Sublicense

Date Filed

Application No.

None

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#### Non-U.S. Patents

<u>Licensor Name</u> <u>Date of License/</u> <u>Non-U.S.</u>

<u>Country</u> <u>and Address</u> <u>Sublicense</u> <u>Issue Date</u> <u>Patent No.</u>

None

Non-U.S. Patent Applications

<u>Licensor Name</u> <u>Date of License/</u> <u>Application</u>
<u>Country</u> <u>and Address</u> <u>Sublicense</u> <u>Date Filed</u> <u>No.</u>

None

C. Trademarks

U.S. Trademarks

<u>Licensor Name</u> <u>Date of License/</u>
and Address <u>Sublicense</u> U.S. Mark Reg. Date Reg. No.

**U.S. Trademark Applications** 

<u>Licensor Name</u> <u>Date of License/</u> <u>Application</u>
<u>and Address</u> <u>Sublicense</u> <u>U.S. Mark</u> <u>Date Filed</u> <u>No.</u>

None

Non-U.S. Trademarks

Licensor Name <u>Date of License/</u>

<u>Country and Address Sublicense</u> <u>Non-U.S. Mark Reg. Date Reg. No.</u>

None

5730/22742-001 NYLIB2/825097 v3

# Non-U.S. Trademark Applications

Country

Licensor Name and Address

Licensor Name and Address

Date of License/ Sublicense

Non-U.S. Mark

Date Filed

Application No.

None

D. Others

Date of License/ Sublicense

Subject Matter

None

5730/22742-001 NYLIB2/825097 v3

# PATENTS OWNED BY CFRC, INC.

		U.S. Patent Registrations	
	Patent Number	<u>'S</u>	Issue Date
None		U.S. Patent Applications	
None	Patent Application	<u>No.</u>	Filing Date
		Non-U.S. Patent Registrations	
	Country	<u>Issue Date</u>	Patent No.
None .		Non-U.S. Patent Registrations	
	Country	Filing Date	Patent Application No.
None			

5730/22742-001 NYLIB2/825097 v3

# TRADEMARK/TRADE NAMES OWNED BY CFRC, INC.

		U.S. Trademark R	<u>tegistrations</u>	
None	<u>Mark</u>	Reg. l	<u>Date</u>	Reg. No.
		U.S. Trademark A	<u>Applications</u>	
None	<u>Mark</u>	<u>Filing</u>	<u>Date</u>	Application No.
		<u>State Trademark I</u>	Registrations	
None	State	<u>Mark</u>	Filing Date	Application No.
		Non-U.S. Trademarl	« Registrations	
	Country	<u>Mark</u>	Reg. Date	Reg. No.

None

# Non-U.S. Trademark Applications

Country

<u>Mark</u>

Application Date

Application No.

None

**Trade Names** 

Country(s) Where Used

**Trade Names** 

None

5730/22742-001 NYLIB2/825097 v3

RECORDED: 03/22/2001