

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ATX Group, Inc.		05/25/2006	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

Name:	JP Morgan Chase Bank
Street Address:	700 North Pearl Street, Floor S-705
Internal Address:	Attn: Mae Reeves
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	National Association:

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3039449	ATX
Registration Number:	3052211	ATX
Registration Number:	2189864	ATX TECHNOLOGIES
Registration Number:	2498877	DEFINING THE WORLD OF TELEMATICS
Registration Number:	2422710	FIRST ASSIST
Registration Number:	2367945	ON GUARD
Registration Number:	2018338	ON GUARD
Registration Number:	2419738	ON GUARD READY

**CORRESPONDENCE DATA**

Fax Number: (214)745-5390  
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 Correspondent Name: Winstead Sechrest & Minick

OP \$215.00 3039449

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Address Line 2: Ross Spencer Garsson  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	13312/414
NAME OF SUBMITTER:	Ross Spencer Garsson
Signature:	/Ross Spencer Garsson/
Date:	06/05/2006

**Total Attachments: 52**

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## SECURITY AGREEMENT

SECURITY AGREEMENT (this agreement, together with all amendments and restatements, this "Agreement"), dated as of May 25, 2006, made by ATX Group, Inc., a Texas corporation (the "Debtor"), in favor of JPMorgan Chase Bank, National Association, as Administrative Agent, as secured party (Administrative Agent in such capacity, the "Secured Party"), for Secured Party and the benefit of each Secured Lender.

### BACKGROUND.

JPMorgan Chase Bank, National Association, as Administrative Agent, the Lenders party thereto, and Debtor entered into the Credit Agreement dated as of May 25, 2006 (such agreement, together with all amendments and restatements thereto, the "Credit Agreement").

It is the intention of the parties hereto that this Agreement create a first priority security interest in property of Debtor in favor of Secured Party for Secured Party and the benefit of Secured Lenders securing the payment and performance of the Secured Obligations.

### AGREEMENT.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Secured Lenders to (a) make the Loans under the Credit Agreement and to extend other credit and financial accommodations under the Loan Documents, and (b) to the extent applicable, make financial accommodations under Secured Cash Management Agreements and Secured Swap Agreements, Debtor hereby agrees with the Secured Party, for its benefit and the benefit of Secured Lenders, and each Secured Lender as follows:

#### ARTICLE I

##### Definitions

SECTION 1.01. Definitions. For purposes of this Agreement:

"Accession" means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to an accession (as defined in the UCC), and (whether or not included in that definition), a good that is physically united with another good in such a manner that the identity of the original good is not lost.

"Account" means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to an account (as defined in the UCC), and (whether or not included in such definition), a right to payment of a monetary obligation, whether or not earned by performance for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, and for service rendered or to be rendered, and all right, title, and interest in any returned property, 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 Liens whether voluntary or involuntary.

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

“Chattel Paper” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to chattel paper (as defined in the UCC), and (whether or not included in such definition), a Record or Records that evidence both a monetary obligation and a security interest in specific Goods, a security interest in specific Goods and Software used in the Goods, or a lease of specific Goods.

“Collateral” means all (a) Accounts, (b) Accessions, (c) Chattel Paper, (d) Commercial Tort Claims, including but not limited to the specific Commercial Tort Claims described on Schedule 12, (e) Commodity Accounts, (f) Commodity Contracts, (g) Deposit Accounts, (h) Documents, (i) Equipment, (j) Financial Assets, (k) Fixtures, (l) General Intangibles, (m) Goods, (n) Intellectual Property, (o) Instruments, (p) Inventory, (q) Investment Property, (r) Letters of Credit, (s) Letter-of-Credit Rights, (t) Payment Intangibles, (u) Permits, (v) Securities, (w) Securities Accounts, (x) Security Entitlements, (y) Software, (z) supporting obligations, (aa) cash and cash accounts, (ab) Proceeds, (ac) products, (ad) Collateral Records, (ae) Insurance, (af) Money and (ag) Licenses.

“Collateral Records” means books, records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, computer software, computer printouts, tapes, disks and related data processing software and similar items that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon.

“Commercial Tort Claim” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a commercial tort claim (as defined in the UCC), and (whether or not included in such definition), all claims arising in tort with respect to which the claimant (a) is an organization, or (b) an individual and the claim (i) arose in the course of the claimant’s business or profession, and (ii) does not include damages arising out of personal injury to or the death of an individual.

“Commodity Account” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a commodity account (as defined in the UCC), and (whether or not included in such definition), an account maintained by a Commodity Intermediary in which a Commodity Contract is carried for Debtor.

“Commodity Contract” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a commodity futures contract, an option on a commodity futures contract, a commodity option, or any other contract if the contract or option 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 Debtor.

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

“Copyright License” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by Debtor or which Debtor otherwise has the right to license, or granting any right to Debtor under any Copyright now or hereafter owned by any third party, and all rights of Debtor under any such agreement.

“Copyrights” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to (a) all copyright rights in any work subject to the copyright laws of any Governmental Authority, whether as author, assignee, transferee, or otherwise, (b) all registrations and applications for registration of any such copyright in any Governmental Authority, including registrations, recordings, supplemental registrations, and pending applications for registration in any jurisdiction, and (c) all rights to use and/or sell any of the foregoing.

“Deposit Account” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a deposit account (as defined in the UCC), and (whether or not included in such definition), a demand, time, savings, passbook, or similar account maintained at a bank (as defined in the UCC).

“Document” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a document (as defined in the UCC), and (whether or not included in such definition), a document of title, bill of lading, dock warrant, dock receipt, warehouse receipt, or order for the delivery of Goods.

“Electronic Chattel Paper” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to electronic chattel paper (as defined in the UCC), and (whether or not included in such definition), chattel paper evidenced by a Record or Records consisting of information stored in electronic medium.

“Entitlement Holder” means 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 UCC, such Person is the Entitlement Holder.

“Equipment” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to equipment (as defined in the UCC), and (whether or not included in such definition), all Goods other than Inventory or consumer goods, and all improvements, accessions, or appurtenances thereto. The term Equipment shall include Fixtures.

“Event of Default” has the meaning assigned to such term in Section 5.03.

“Financial Asset” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a financial asset (as defined in the UCC), and (whether or not included in such definition), (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, that is, or is of a type, dealt in or traded on financial markets or that is recognized in any area in which it is issued or dealt in as a medium for investment, or (c) any property that is held by a Securities Intermediary for another Person in a Securities Account if the Securities Intermediary has expressly agreed with the other Person that the property is to be treated as a financial asset under Article 8 of the Uniform Commercial Code. As the context requires, “Financial Asset” means 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” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to fixtures (as defined in the UCC), and (whether or not included in such definition), all Goods that have become so related to particular real property that an interest in them arises under the real property law of the state in which the real property is situated.

“General Intangible” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a general intangible (as defined in the UCC), and

(whether or not included in such definition), all personal property, including things in action, other than Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, Goods, Instruments, Investment Property, Letter-of-Credit Rights, Letters of Credit, money, and oil, gas or other minerals before extraction.

“Goods” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to goods (as defined in the UCC), and (whether or not included in such definition), all things that are movable when a security interest attaches.

“Instrument” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to an instrument (as defined in the UCC), and (whether or not included in such definition), a negotiable instrument or any other writing that evidences a right to the payment of a monetary obligation, is not itself a security agreement or lease, and is of a type that in ordinary course of business is transferred by delivery with any necessary endorsement or assignment.

“Insurance” means all insurance policies for which Debtor is the owner, an insured, an additional insured, beneficiary or loss payee, including any policy covering any or all of the Collateral (regardless of whether Secured Party is the loss payee thereof).

“Intellectual Property” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to all intellectual and similar property of every kind and nature, 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” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to inventory (as defined in the UCC), and (whether or not included in such definition), Goods that (a) are leased by a Person as lessor, (b) are held by a Person for sale or lease or to be furnished under a contract of service, (c) are furnished by a Person under a contract of service, or (d) consist of raw materials, work in process, or materials used or consumed in a business, including packaging materials, scrap material, manufacturing supplies and spare parts, and all such Goods that have been returned to or repossessed by or on behalf of such Person.

“Investment Property” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to investment property (as defined in the UCC), and (whether or not included in such definition), a Security (whether certificated or uncertificated), a Commodity Contract, a Commodity Account, a Security Entitlement and Securities Account.

“Letter of Credit” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a letter of credit (as defined in the UCC).

“Letter-of-Credit Right” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a letter-of-credit right (as defined in the UCC), and (whether or not included in such definition), (a) a right to payment or performance under a letter of credit, whether or not the beneficiary has demanded or is at the time entitled to demand payment or performance, and (b) the right of a beneficiary to demand payment or performance under a letter of credit.

“License” means any Patent License, Trademark License, Copyright License, or other similar license or sublicense.

“Money” means “money” as defined in the UCC.

“Organization Documents” means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constituent documents with respect to any entity organized under the laws of a jurisdiction other than the United States, a State or other political subdivision thereof or the District of Columbia); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement (or equivalent or comparable constituent documents with respect to any entity organized under the laws of a jurisdiction other than the United States, a State or other political subdivision thereof or the District of Columbia); and (c) with respect to any partnership, joint venture, trust or other form of business entity, the certificate or articles of partnership, the partnership, joint venture or other applicable agreement of formation or organization (or equivalent or comparable constituent documents with respect to any entity organized under the laws of a jurisdiction other than the United States, a State or other political subdivision thereof or the District of Columbia) and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any other governance agreement or voting agreement or similar agreement.

“Patent License” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to 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 Debtor or which Debtor otherwise has the right to license, is in existence, or granting to 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 Debtor under any such agreement.

“Patents” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to (a) all letters patent of any Governmental Authority, all registrations and recordings thereof, and all applications for letters patent of any Governmental Authority, 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.

“Payment Intangible” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a payment intangible (as defined in the UCC), and (whether or not included in such definition), a General Intangible under which the Account Debtor’s principal obligation is a monetary obligation.

“Permit” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to any authorization, consent, approval, permit, license or exemption of, registration or filing with, or report or notice to, any Governmental Authority.

“Pledged Debt” means all indebtedness owed to Debtor, the instruments evidencing such indebtedness, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such indebtedness.

“Proceeds” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to proceeds (as defined in the UCC), and (whether or not included in such definition), (a) whatever is acquired upon the sale, lease, license, exchange, or other disposition of the Collateral, (b) whatever is collected on, or distributed on account of, the Collateral, (c) rights arising out of the Collateral, (d) claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to the Collateral, (e) proceeds of



Insurance, including insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to the Collateral, and (f) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“Record” means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

“Release Date” means the date on which all of the following are satisfied: (a) Secured Party and each Senior Lender have received in cash indefeasible payment of all Obligations and all Secured Swap Obligations owed to it, and (b) each Secured Lender has no obligation to extend credit to or for the benefit of any Loan Party or any Subsidiary pursuant to any Loan Document or Secured Swap Agreement and all Secured Swap Agreements have expired or been terminated.

“Secured Obligations” means, collectively, (a) all Obligations, (b) all Cash Management Obligations and (c) all Swap Obligations.

“Securities Account” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to an account to which a Financial Asset is or may be credited in accordance with an agreement under which the Person maintaining the account undertakes to treat the Person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

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

“Security” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to 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 Chapter 8 of the UCC.

“Security Entitlements” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to the rights and property interests as and of an Entitlement Holder with respect to a Financial Asset.

“Software” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to software (as defined in the UCC), and (whether or not included in such definition), a computer program (including both source and object code) and any supporting information provided in connection with a transaction relating to the program.

“Tangible Chattel Paper” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to tangible chattel paper (as defined in the UCC), and (whether or not included in such definition), chattel paper evidenced by a Record or Records consisting of information that is inscribed on a tangible medium.

“Trade Secrets” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to trade secrets, all know-how, inventions,

processes, methods, information, data, plans, blueprints, specifications, designs, drawings, engineering reports, test reports, materials standards, processing standards and performance standards, and all Software directly related thereto, and all Licenses or other agreements to which Debtor is a party with respect to any of the foregoing.

“Trademark License” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by Debtor or which Debtor otherwise has the right to license, or granting to Debtor any right to use any Trademark now or hereafter owned by any third party, and all rights of Debtor under any such agreement.

“Trademarks” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to (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, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, (d) all rights to use and/or sell any of the foregoing, and (e) the portion of the business to which each trademark pertains.

“UCC” means Chapters 8 and 9 of the Uniform Commercial Code as in effect from time to time in the State of Texas or, where applicable as to specific items or types of Collateral, any other relevant state.

SECTION 1.02. Other Definitional Provisions. Capitalized terms not otherwise defined herein have the meaning specified in the Credit Agreement, and, to the extent of any conflict, terms as defined herein shall control (provided, that a more expansive or explanatory definition shall not be deemed a conflict).

SECTION 1.03. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or any other Loan Document, Secured Cash Management Agreement or Secured Swap Agreement, as applicable), (b) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (c) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. This Agreement is a Loan Document.

## ARTICLE II

### Grant of Security Interest

SECTION 2.01. Assignment and Grant of Security Interest. As security for the payment and performance, as the case may be, in full of the Secured Obligations, Debtor hereby

(a) assigns to, and pledges and grants to Secured Party, for it and the benefit of Secured Lenders, a security interest in the entire right, title, and interest of Debtor in and to all property of Debtor, whether now or hereafter existing, owned, arising or acquired, including but not limited to all Collateral; and

(b) grants to Secured Party, for it and the benefit of Secured Lenders, an irrevocable royalty-free right and license to use the Intellectual Property worldwide and to enable Secured Party, if an Event of Default exists, to exercise its rights and remedies with respect to the Collateral as Secured Party reasonably deems necessary or appropriate, such right and license to be for the sole purpose of enabling Secured Party to enforce its rights and remedies under this Agreement to realize upon the Collateral.

SECTION 2.02. Debtor Remains Liable. Anything herein to the contrary notwithstanding, (a) Debtor shall remain liable with respect to and under all Collateral, (b) the exercise by Secured Party or any other Secured Lender of any of the rights hereunder shall not in and of itself release Debtor from any of its duties or obligations with respect to or under any Collateral or under this Agreement, and (c) except as required by unwaivable provisions of applicable law, neither Secured Party nor any other Secured Lender shall have any obligation or liability with respect to or under any Collateral by reason of this Agreement, nor shall Secured Party or any other Secured Lender be obligated to perform any of the obligations or duties of Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 2.03. Delivery of Security and Instrument Collateral. All certificates or Instruments constituting or evidencing the Collateral shall be delivered to and held by or on behalf of Secured Party pursuant hereto and shall be in suitable form for transfer by delivery, or shall be accompanied by undated and duly executed stock powers or instruments of transfer or assignment in blank, all in form and substance reasonably satisfactory to Secured Party. If an Event of Default exists, Secured Party has the right, without notice to Debtor, to transfer to or to register in the name of Secured Party or any of its nominees any or all of such Collateral. In addition, Secured Party has the right, if Secured Party reasonably determines that the exercise of such right is necessary to protect its rights, at any time to exchange certificates or instruments representing or evidencing Collateral for certificates or instruments of smaller or larger denominations.

SECTION 2.04. Agreement With Respect to Collateral. Debtor and Secured Party agree that to the extent that any of the Collateral may be deemed to be a Fixture as opposed to Equipment, Inventory, or any other form of Collateral that may be perfected by the filing of a UCC financing statement, it is the intention of Debtor, Secured Party and Secured Lenders that such Collateral be deemed to be Equipment, Inventory, or any other form of Collateral that, to the extent not prohibited by law, may be perfected by the filing of a UCC financing statement and such Collateral not be deemed to be a Fixture.

SECTION 2.05. Future Advances. Debtor acknowledges that the Loan Documents provide for future advances and any of the Secured Cash Management Agreements and Secured Swap Agreements may provide for future extensions of credit and this Agreement secures performance of such future advances and extensions of credit.

SECTION 2.06. Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest granted in Section 2.01(a) attach to any lease, license, contract, property rights or agreement to which Debtor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in the abandonment, termination pursuant to the terms of, or a breach or default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9.406, 9.407, 9.408 or 9.409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the United States Bankruptcy Code) or principles of equity); provided, however, that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified above. So long as any property of Debtor is excluded from the security interest granted in Section 2.01(a) pursuant to the immediately preceding sentence, such property shall be excluded from the term "Collateral" for all purposes hereunder. Notwithstanding anything herein to the contrary, in no event shall the security interest granted in Section 2.01(a) attach to any equity interest in ATX Europe GmbH, a German company with limited liability.

### ARTICLE III Representations and Warranties

SECTION 3.01. Representations and Warranties. Debtor represents and warrants to Secured Party and each Secured Lender with respect to itself and the Collateral that:

(a) This Agreement and the grant of the security interest pursuant to this Agreement in the Collateral create a valid security interest (other than such Collateral that would require the notation of the Lien in favor of Secured Party on vehicle certificates of title) in favor of Secured Party for the benefit of Secured Lenders in the Collateral (subject to Permitted Encumbrances and other Liens permitted under Section 6.02 of the Credit Agreement, the "Permitted Liens"), securing the payment and performance of the Secured Obligations. All filings and other actions necessary to perfect and protect such security interest and assure that such security interest in first priority have been duly taken (or will be taken upon Debtor obtaining rights in Collateral after the date hereof) and, upon the filing of UCC-1 financing statements for Debtor, in the form delivered by Debtor to Secured Party on or prior to the date of this Agreement and in the filing offices listed on Schedule 1, Section (c) and upon obtaining authentication control agreements for Collateral requiring a control agreement for perfection, all filings and other actions necessary to perfect and protect such security interest (that can be perfected or protected by such filing or control agreement) and such priority have been duly taken (or will be taken upon Debtor obtaining rights in Collateral after the date hereof); subject, however, with respect to Proceeds, to the provisions of Section 9.315 of the UCC.

(b) Debtor has good and indefeasible title to, or a valid leasehold interest in, all of the Collateral free and clear of any Lien, except for Permitted Liens. Debtor has not granted a security interest or other Lien in or made an assignment of any of the Collateral (except for Permitted Liens). Debtor has not entered into nor is its property subject to any agreement that on the date of this Agreement limits the ability of Debtor to grant a Lien in property of Debtor, or the ability of Debtor to agree to grant or not grant a Lien in property of Debtor. None of the Collateral is consigned Goods, subject to any agreement of repurchase, or subject to any dispute, defense, or counterclaim. No effective financing statement or other similar effective document used to perfect and preserve a security interest or other Lien under the laws of any jurisdiction covering all or any part of the Collateral is on file in any recording office, except such as may have been filed (i) pursuant to this Agreement or other Loan Document, (ii) relating to Permitted Liens or (iii) and is described on Schedule 6.02 to the Credit Agreement. Debtor has not sold any interest in any of its Accounts, Chattel Paper, promissory notes, or Payment Intangibles,

consigned any of its Goods or been a party to a securitization of any of its property. No control agreement in favor of anyone other than Secured Party exists with respect to any Collateral.

(c) Schedule 1, Section (a) states the exact name of Debtor, as such name appears in its currently effective Organization Documents as filed with the appropriate authority of the jurisdiction of Debtor's organization. Schedule 1, Section (a) states the jurisdiction of organization of Debtor, the current type of entity of Debtor, the Federal Taxpayer Identification Number of Debtor and the organizational identification number of Debtor issued by Debtor's jurisdiction of organization. Debtor is not organized in more than one jurisdiction. Schedule 1, Section (b) states each other entity type, jurisdiction of organization and name Debtor has had in the past five years, together with the date of the relevant change. Except as set forth in Schedule 1, Section (b), Debtor has not changed its identity or type of entity or name in any way within the past five years. Changes in identity or type of entity include mergers, consolidations, acquisitions (including both equity and asset acquisitions), and any change in the form, nature, or jurisdiction of organization. Schedule 1, Section (b) contains the information required by this Section as to each acquiree or constituent party to a merger, consolidation, or acquisition. Schedule 1, Section (b) states all other names (including trade, assumed, and similar names) used by Debtor or any of its divisions or other business units at any time during the past five years. The chief executive officer of Debtor has not been located at another address in the past five years.

(d) The chief executive office of Debtor is located at the address stated on Schedule 2, Section (a). The chief executive officer of Debtor has not been located at any other address during the past five years. Schedule 2, Section (b) states all locations where Debtor maintains originals or copies of all books or records relating to all Accounts (with each location at which Chattel Paper, if any, is kept being indicated by an "\*""). All Tangible Chattel Paper, promissory notes, and other Instruments evidencing the Accounts have been delivered and pledged to Secured Party duly endorsed and accompanied by such duly executed instruments of transfer or assignment as are necessary for such pledge, to be held as pledged collateral. Schedule 2, Section (c) states all locations where Debtor maintains any Equipment or Inventory. Schedule 2, Section (d) states all the places of business of Debtor or other locations of Collateral not identified in Schedule 2, Sections 2(a), (b), or (c). Schedule 2, Section (e) states the names and addresses of all Persons other than Debtor who have possession of any of the Collateral or other property of Debtor.

(e) All Accounts have been originated by Debtor and all Inventory has been acquired by Debtor in the ordinary course of business.

(f) Debtor has exclusive possession and control of the Equipment and Inventory pledged by it hereunder.

(g) Schedule 4 is a complete and correct list of all Pledged Debt and all promissory notes and other instruments evidencing indebtedness held by Debtor, including all intercompany notes and other instruments between Debtor and each Subsidiary, and each Subsidiary and each other Subsidiary.

(h) Schedule 5(a) is a complete and correct list of each Trademark registration in which Debtor has any interest (whether as owner, licensee, or otherwise), including the name of the registered owner and the nature of Debtor's interest if not owned by Debtor, the registered Trademark, the Trademark serial and/or registration number, the date of Trademark registration, and the country or state registering the Trademark.

(i) Schedule 5(b) is a complete and correct list of each Trademark application in which Debtor has any interest (whether as owner, licensee, or otherwise), including the name of the Person applying to be the registered owner and the nature of Debtor's interest if Debtor is not the Person applying to be the registered owner, the applied for Trademark, the Trademark application serial and/or

registration number, the date of Trademark application, and the country or state with which the Trademark application was filed.

(j) Schedule 5(c) is a complete and correct list of each Patent registration in which Debtor has any interest (whether as owner, licensee, or otherwise), including the name of the registered owner and the nature of Debtor's interest if not owned by Debtor, the Patent number, the date of Patent issuance, and the country issuing the Patent.

(k) Schedule 5(d) is a complete and correct list of each Patent application in which Debtor has any interest (whether as owner, licensee, or otherwise), including the name of the Person applying to be the registered owner and the nature of Debtor's interest if Debtor is not the Person applying to be the registered owner, the Patent application number, the date of Patent application filing, and the country with which the Patent application was filed.

(l) Schedule 5(e) is a complete and correct list of each Copyright (regardless of whether registered) in which Debtor has any interest (whether as owner, licensee, or otherwise), including the name of the registered owner (if applicable) and the nature of Debtor's interest if Debtor is not the owner, the title of the work which is the subject of the Copyright, the date of Copyright issuance, the registration number (if applicable) and the country issuing the Copyright.

(m) Schedule 5(f) is a complete and correct list of each Copyright application in which Debtor has any interest (whether as owner, licensee, or otherwise), including the name of the Person applying to be the registered owner and the nature of Debtor's interest if Debtor is not the Person applying to be the registered owner, the title of the work which is the subject of the applied for Copyright, the date of Copyright application, the registration number (if applicable) and the country with which the Copyright application was filed.

(n) Schedule 6 is a complete and correct list of all Deposit Accounts maintained by or in which Debtor has any interest and correctly describes the bank in which such account is maintained (including the specific branch), the street address (including the specific branch) and ABA number of such bank, the account number, and account type.

(o) Schedule 7 is a complete and correct list of all Securities Accounts in which Debtor has any interest, including the complete name and identification number of the account, a description of the governing agreement, and the name and street address of the Securities Intermediary maintaining the account.

(p) Schedule 8 is a complete and correct list of all Commodity Accounts in which Debtor has any interest, including the complete name and identification number of the account, a description of the governing agreement, and the name and street address of the Commodity Intermediary maintaining the account.

(q) Schedule 9 is a complete and correct list of all Letters of Credit in which Debtor has any interest (other than solely as an applicant) and correctly describes the bank which issued the Letter of Credit, and the Letter of Credit's number, issue date, expiry, and face amount.

(r) Except as set forth on Schedule 10, no consent of any other Person and no authorization, approval or other action by, and no notice to or filing (other than filings required by the UCC and, with respect to registered Patents, Patent Licenses, Copyrights, Copyright Licenses, Trademarks and Trademark Licenses, filings with the Patent and Trademark Office and the Copyright Office, as applicable) with, any Governmental Authority is required (i) for the pledge by Debtor of the Collateral pledged by it hereunder, for the grant by Debtor of the security interest granted hereby, or for the

execution, delivery, or performance of this Agreement by Debtor, (ii) for the perfection or maintenance of the pledge, assignment, and security interest created hereby (including the first priority nature of such pledge, assignment, and security interest) or (iii) except as required under the UCC, for the enforcement of remedies by Secured Party or any other Secured Lender.

(s) Schedule 11 is a complete and correct list of all insurance policies owned by Debtor, or for which Debtor is a named insured, additional insured, loss payee, or beneficiary.

(t) Schedule 12 is a complete and correct list of all Commercial Tort Claims in which Debtor has any interest, including the complete case name or style, the case number, and the court or other Governmental Authority in which the case is pending.

#### ARTICLE IV

##### Covenants

##### SECTION 4.01. Further Assurances.

(a) Debtor will, from time to time and at Debtor's expense, promptly execute and deliver all further instruments and documents (including the delivery of certificated securities and supplements to all schedules), authenticate and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be reasonably necessary, or as Secured Party may reasonably request, in order to perfect and preserve the pledge, assignment, and security interest granted or purported to be granted hereby, and take all further action that Secured Party may reasonably request, in order to perfect and protect any pledge, assignment, or security interest granted or purported to be granted hereby, and the priority thereof, or to enable Secured Party to exercise and enforce Secured Party's and other Secured Lenders' rights and remedies hereunder with respect to any Collateral.

(b) In addition to such other information as shall be specifically provided for herein, Debtor shall furnish to Secured Party such other information with respect to the Collateral as Secured Party may reasonably request.

(c) Debtor authorizes Secured Party to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Collateral without the authentication of Debtor where permitted by law and that (i) indicate the Collateral (A) as all assets of Debtor (or words of similar effect), regardless of whether any particular asset included in the Collateral is within the scope of UCC Chapter 9 of the state or such jurisdiction or whether such assets are included in the Collateral, or (B) as being of an equal or lesser scope or with greater detail, and (ii) contain any other information required by UCC Chapter 9 of the state or such jurisdiction for the sufficiency or filing office acceptance of any financing statement, continuation or amendment, including (A) whether Debtor is an organization, the type of organization, and any organization identification number issued to Debtor and, (B) in the case of a financing statement filed as a fixture filing or indicating Collateral to be fixtures, as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Debtor agrees to furnish any such information to Secured Party promptly upon request. A photocopy or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law. Debtor ratifies its authentication and delivery of, and the filing of, any financing statement or amendment thereto describing any of the Collateral and now or hereafter naming Secured Party as a secured party which was filed prior to the date of this Agreement.

(d) Debtor shall pay promptly when due all taxes, assessments, and governmental charges or levies imposed upon, and all claims (including claims for labor, materials, and supplies) against, the Collateral except such taxes, assessments, and governmental charges or levies, and such claims, as are

being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with GAAP; provided, Debtor shall pay all such amounts prior to any Lien attaching to any Collateral.

(e) Debtor shall cooperate to determine what may or shall be required to satisfy the laws or regulations throughout the world applicable to Debtor or the Collateral with respect to the recordation and validation of the license of and Lien in Intellectual Property as Secured Party may reasonably require, or otherwise to render this Agreement and the Intellectual Property effective, and shall execute all documents which may be necessary to implement this subsection, including registered user statements or other documents suitable for filing with the appropriate Governmental Authorities.

SECTION 4.02. Place of Perfection; Records; Collection of Accounts, Chattel Paper and Instruments.

(a) Debtor shall not change the jurisdiction of its organization from the jurisdiction specified in Schedule 1, Section (a), its type of entity from the type of entity specified in Schedule 1, Section (a), its name from the name specified in Schedule 1, Section (a), or its organizational identification number from the organizational number specified in Schedule 1, Section (a), unless Debtor has delivered to Secured Party 30 days prior written notice and taken such actions as Secured Party may reasonably require to protect its rights and remedies under the Loan Documents with respect to such change. Debtor shall keep its chief executive office at the address specified in Schedule 2, Section (a), and the office where it keeps its records concerning the Accounts, and the originals of all Chattel Paper and Instruments, at the address specified in Schedule 2, Section (b), unless Debtor has delivered to Secured Party 30 days prior written notice and taken such actions as Secured Party may reasonably require to protect its rights and remedies under the Loan Documents with respect to such change. Debtor will hold and preserve such records and Chattel Paper and Instruments in a commercially reasonable manner and will permit representatives of Secured Party at any time during normal business hours to inspect (subject to any limitation in the Credit Agreement as to the number of inspections) and make abstracts from and copies of such records and Chattel Paper and Instruments. Debtor shall bear all costs associated with each inspection, such costs being part of the Secured Obligation and payable in accordance with Section 5.06.

(b) Except as otherwise provided in this Section 4.02(b), Debtor shall continue to collect, in accordance with commercially reasonable procedures and at its own expense, all amounts due or to become due Debtor under the Accounts, Chattel Paper, and Instruments. In connection with such collections, Debtor may take (and, at Secured Party's direction, shall take (if in accordance with commercially reasonable procedures)) such action as Debtor or Secured Party may deem necessary or advisable to enforce collection of the Accounts, Chattel Paper, and Instruments; provided, however, that Secured Party shall have the right, if an Event of Default exists, without notice to Debtor, to notify the Account Debtors or obligors under any Accounts, Chattel Paper, and Instruments of the assignment of such Accounts, Chattel Paper, and Instruments to Secured Party and to direct such Account Debtors or obligors to make payment of all amounts due or to become due to Debtor thereunder directly to Secured Party and, at the expense of Debtor, to enforce collection of any such Accounts, Chattel Paper, and Instruments, and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as Debtor might have done or as Secured Party reasonably deems appropriate. If any Event of Default exists, all amounts and proceeds (including Instruments) received by Debtor in respect of the Accounts, Chattel Paper, and Instruments shall be received in trust for the benefit of Secured Party hereunder, shall be segregated from other funds and property of Debtor and shall be forthwith paid or delivered over to Secured Party in the same form as so received (with any necessary endorsement) to be held as cash collateral, thereafter to be applied as provided in the Credit Agreement. Debtor shall not adjust, settle, or compromise the amount or payment of any Account, Chattel Paper, or Instrument, release wholly or partly any Account Debtor or obligor thereof, or allow any credit or discount thereon, except in the ordinary course of business.



SECTION 4.03. Chattel Paper and Instruments. (a) Debtor will: (i) mark conspicuously each item of Tangible Chattel Paper in the original amount of \$10,000.00 or greater and all Tangible Chattel Paper if the aggregate original amount of all Tangible Chattel Paper is \$10,000.00 or greater and each of its Records pertaining to the Collateral and all Instruments with the following legend:

**THIS \*[INSTRUMENT]\*[OTHER RECORD]\* IS SUBJECT TO THE SECURITY INTEREST AND LIEN PURSUANT TO THE SECURITY AGREEMENT DATED MAY 25, 2006 (AS THE SAME MAY BE AMENDED OR RESTATED) MADE BY \*[DEBTOR]\*, IN FAVOR OF JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, AS SECURED PARTY.**

or such other legend, in form and substance reasonably satisfactory to and as specified by Secured Party, indicating that such Tangible Chattel Paper or Collateral is subject to the pledge, assignment, and security interest granted hereby; and (ii) if any Collateral shall be or be evidenced by a promissory note or other Instrument or be Tangible Chattel Paper, and is, in each case, in the original amount of \$10,000.00 or greater or the aggregate original amount of all promissory notes, other Instruments and Tangible Chattel Paper is \$10,000.00 or greater, deliver and pledge to Secured Party hereunder such note, Instrument, or Chattel Paper duly indorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to Secured Party.

(b) Debtor shall not have any rights in any Electronic Chattel Paper unless Debtor has taken all actions reasonably necessary to establish in Secured Party control (as that term is defined in the UCC) of such Electronic Chattel Paper and Secured Party (and no other Person) has control of each item of Electronic Chattel Paper at all times that the original amount of any item of Electronic Chattel Paper is \$10,000.00 or greater or the aggregate original amount of all Electronic Chattel Paper is \$10,000.00 or greater.

SECTION 4.04. Deposit Accounts, Securities Accounts, Commodity Accounts and Letter-of-Credit Rights. Debtor shall not establish or maintain any (a) Deposit Account or similar bank account not listed on Schedule 6, (b) Securities Account not listed on Schedule 7 or (c) any Commodity Account not listed on Schedule 8, unless prior to the establishment of such new Deposit Account, Securities Account, or Commodity Account Debtor delivers to Secured Party an updated Schedule as required by the first sentence of Section 4.15 and executes and delivers to Secured Party assignments of, and control agreements with respect to, such new Deposit Account, Securities Account, or Commodity Account in such form as Secured Party may reasonably request, and cause the bank, Securities Intermediary or Commodity Intermediary, as appropriate, in which such account is or will be maintained, to deliver to Secured Party acknowledgments of the assignment of, and control agreements with respect to, such account, in form and substance satisfactory to Secured Party, and take all actions necessary to establish in Secured Party control (as that term is defined in the UCC) with respect to such Deposit Account, Securities Account, and Commodity Account. Contemporaneously with the acquisition by Debtor of any rights in a Letter of Credit (other than rights as an account party), Debtor shall deliver to Secured Party an updated Schedule 9 as required by the first sentence of Section 4.15 and shall execute and deliver to Secured Party assignments of, and control agreements with respect to, such Letter of Credit and Letter-of-Credit Right in such form as Secured Party may reasonably request, and cause the bank or other Person that is the issuer of such Letter of Credit to deliver to Secured Party acknowledgments of the assignment of, and control agreements with respect to, such Letter of Credit and Letter-of-Credit Right in form and substance satisfactory to Secured Party, and take all actions necessary to establish in Secured Party control (as that term is defined in the UCC) with respect to such Letter of Credit and Letter-of-Credit Right. Debtor shall not obtain or maintain any interest in any Securities Entitlement other than Securities Entitlements held in and subject to a Securities Account described in Schedule 7 with respect to which Debtor has complied with this Section 4.04. Debtor shall not obtain or maintain any interest in any

Commodity Contract other than Commodity Contracts held in and subject to a Commodity Account described in Schedule 8 with respect to which Debtor has complied with this Section 4.04.

SECTION 4.05. Transferable Record. Debtor shall, upon acquisition by Debtor of any transferable record, as that term is defined in the federal Electronic Signatures in Global and National Commerce Act, or in the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, promptly notify Secured Party thereof and take such action as Secured Party may reasonably request to vest in Secured Party control (as that term is defined in the UCC) of such transferable record or control under the federal Electronic Signatures in Global and National Commerce Act or, as the case may be, the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record.

SECTION 4.06. Vehicles. Upon the written request of Secured Party, Debtor shall cause the Lien in favor of Secured Party to be noted on all certificates of title included in or issued with respect to Collateral.

SECTION 4.07. Rolling Stock, Aircraft. Debtor has no interest in any rolling stock or other railroad equipment or aircraft or aircraft parts (including engines and avionics).

SECTION 4.08. Real Property and Leases. Upon the written request of Secured Party if an Event of Default exists, Debtor shall use commercially reasonable efforts to cause each lessor and mortgagee and other lienholder of any property (including leased real and personal property) in which Debtor has an interest to execute and deliver subordination and non-disturbance agreements in form and substance satisfactory to Secured Party.

SECTION 4.09. Patents, Trademarks, and Copyrights.

(a) Debtor shall ensure that an acknowledgment (in form and substance approved by Secured Party) containing a description of all Collateral consisting of Intellectual Property shall have been received and recorded by the United States Patent and Trademark Office within one month after the execution of this Agreement with respect to United States Patents and Trademarks and by the United States Copyright Office within one month after the execution of this Agreement with respect to United States registered Copyrights pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid, and perfected security interest in favor of Secured Party in respect of all Collateral consisting of Patents, Trademarks, and Copyrights in which a security interest may be perfected by filing, recording, or registration in the United States and its territories and possessions, or in such other jurisdictions as may be required by Secured Party, and no further or subsequent filing, refile, recording, rerecording, registration, or reregistration is necessary (other than such actions as are necessary to perfect the security interest with respect to any Collateral consisting of Patents, Trademarks, and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

(b) Except as permitted pursuant to the Loan Documents and where an act or failure to act could not reasonably be expected to result in a Material Adverse Effect, Debtor (either itself or through licensees or sublicensees) will not do any act, or omit to do any act, whereby any Patent may become invalidated or dedicated to the public, and shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable laws.

(c) Except where the failure to do so could not reasonably be expected to have a Material Adverse Effect, Debtor (either itself or through licensees or sublicensees) will, for each Trademark, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use,

except as permitted pursuant to the Loan Documents; (ii) maintain the quality of products and services offered under such Trademark, except products and services offered under Trademarks Disposed of as permitted pursuant to the Loan Documents, (iii) display such Trademark with notice of United States federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law, except as to Trademarks disposed of as permitted pursuant to the Loan Documents, and (iv) not use or permit the use of such Trademark in violation of any third party rights.

(d) Except where the failure to do so could not reasonably be expected to have a Material Adverse Effect, Debtor (either itself or through licensees or sublicensees) will, for each work covered by a Copyright, continue to publish, reproduce, display, adopt, and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable laws.

(e) Debtor shall notify Secured Party immediately if it knows or has reason to know that any Intellectual Property may become abandoned, lost, or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office, or any Governmental Authority in any jurisdiction) regarding Debtor's ownership of any Intellectual Property, its right to register the same, or its rights with respect to a License, or to keep and maintain the same, except to the extent that the abandonment, loss, or dedication to the public, or any adverse determination or development regarding Debtor's ownership of any Intellectual Property its right to register the same, or to keep and maintain the same, is permitted pursuant to the Loan Documents or could not reasonably be expected to have a Material Adverse Effect.

(f) In no event shall Debtor, either itself or through any agent, employee, licensee, or designee, file an application for any Patent, Trademark, or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office, or any Governmental Authority in any jurisdiction, unless it informs Secured Party within 5 Business Days of such filing, and, upon request of Secured Party, executes and delivers any and all agreements, instruments, documents, and papers as Secured Party may reasonably request to evidence Secured Party's and Secured Lenders' security interest in such Patent, Trademark, or Copyright, and Debtor hereby appoints Secured Party as its attorney-in-fact to execute and file such writings for the foregoing purposes.

(g) Except where the failure to do so could not reasonably be expected to have a Material Adverse Effect, Debtor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office, or any Governmental Authority in any other jurisdiction as may be reasonably required by Secured Party, to maintain and pursue each application relating to the Patents, Trademarks, and/or Copyrights (and to obtain the relevant grant or registration), and to maintain each issued Patent and each registration of the Trademarks and Copyrights, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference, and cancellation proceedings against third parties.

(h) If Debtor has reason to believe that any Collateral consisting of a Patent, Trademark, or Copyright has been or is about to be infringed, misappropriated, or diluted by a third party, Debtor promptly shall notify Secured Party and shall, if consistent with good business judgment, unless Debtor shall reasonably determine that such Patent, Trademark or Copyright is not material to the conduct of its business or operations, promptly sue for infringement, misappropriation, or dilution and to recover any and all damages for such infringement, misappropriation, or dilution, or take such other actions as are appropriate under the circumstances to protect such Collateral.

(i) If an Event of Default exists, Debtor shall use commercially reasonable efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License, or Trademark License to effect the assignment of all of Debtor's right, title, and interest thereunder to Secured Party or its designee.

(j) In no event shall Debtor acquire or purchase any Patent, Trademark, or Copyright unless it informs Secured Party within 30 Business Days of such purchase or acquisition, and, upon request of Secured Party, executes and delivers any and all agreements, instruments, documents, and papers as Secured Party may request to evidence Secured Party's and Secured Lenders' security interest in such purchased or acquired Patent, Trademark, or Copyright. Debtor hereby appoints Secured Party as its attorney-in-fact to execute and file any application for any Patent, Trademark, or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office, or any Governmental Authority in any other jurisdiction as may be required by Secured Party, in connection with such purchase or acquisition of any Patent, Trademark, or Copyright.

(k) The parties acknowledge and agree that the Intellectual Property is the sole and exclusive property of Debtor, subject to the terms and conditions stated in this Agreement. Other than in connection with any security interest in the Intellectual Property that Debtor has granted to Secured Party, or any rights and remedies of Secured Party and Secured Lenders under laws, Secured Party shall not challenge Debtor's ownership of the Intellectual Property. Debtor expressly retains all rights, at such times when no Event of Default exists, to license third parties to use the Intellectual Property for any purpose whatsoever not in violation of the Loan Documents and which are not exclusive as to prevent Secured Party from using any of the Intellectual Property.

(l) The license granted to Secured Party hereunder shall include the right of Secured Party to grant sublicenses to others to use the Intellectual Property if an Event of Default exists, and to enable such sublicensees to exercise any rights and remedies of Secured Party with respect to the Collateral, as Secured Party reasonably deems necessary or appropriate in the exercise of the rights and remedies of Secured Party under this Agreement. In any country where sublicenses are incapable of registration or where registration of a sublicense will not satisfactorily protect the rights of Debtor and Secured Party, Secured Party shall also have the right to designate other parties as direct licensees of Debtor to use the Intellectual Property if an Event of Default exists and to enable such direct licensees to exercise any rights and remedies of Secured Party as such licensees reasonably deem necessary or appropriate and Debtor agrees to enter into direct written licenses with the parties as designated on the same terms as would be applicable to a sublicense, and any such direct license may, depending on the relevant local requirements, be either (a) *in lieu* of a sublicense or (b) supplemental to a sublicense. In either case, the parties hereto shall cooperate to determine what shall be necessary or appropriate in the circumstances. For each sublicense to a sublicensee and direct license to a licensee, Debtor appoints Secured Party its agent for the purpose of exercising quality control over the sublicensee. Debtor shall execute this Agreement and each other agreement necessary to effect the purposes of this Agreement in any form, content and language suitable for recordation, notice and/or registration in all available and appropriate agencies of foreign countries as Secured Party may reasonably require.

(m) In connection with the assignment or other transfer (in whole or in part) of its rights and obligations under this Agreement to any other Person, Secured Party may assign the license granted herein without Debtor's consent and upon such assignment or transfer such other Person shall thereupon become vested with all rights and benefits in respect thereof granted to Secured Party under this Agreement (to the extent of such assignment or transfer).

(n) The parties hereto shall take reasonable action to preserve the confidentiality of the Intellectual Property; provided, that neither Secured Party nor any Secured Lender shall have any liability

to any Person for any disclosure of the Intellectual Property in connection with Secured Party's enforcement of its rights under this Agreement or laws.

(o) With respect to each franchisee of Debtor who has been granted a license or other right to use any Intellectual Property of Debtor, Debtor shall use commercially reasonable efforts to cause to be maintained, at all times that such franchisee has any right to use such Intellectual Property, an effective license agreement between Debtor and such franchisee.

SECTION 4.10. Rights to Dividends and Distributions. With respect to any certificates, bonds, or other Instruments or Securities constituting a part of the Collateral, Secured Party shall have authority if an Event of Default exists, without notice to Debtor, either to have the same registered in Secured Party's name or in the name of a nominee, and, with or without such registration, to demand of the issuer thereof, and to receive and receipt for, any and all dividends (including any stock or similar dividend or distribution) payable in respect thereof, whether they be ordinary or extraordinary. If Debtor shall become entitled to receive or shall receive any interest in or certificate (including, without limitation, any interest in or certificate representing a dividend or a distribution in connection with any reclassification, increase, or reduction of capital, or issued in connection with any reorganization), or any option or rights arising from or relating to any of the Collateral, whether as an addition to, in substitution of, as a conversion of, or in exchange for any of the Collateral, or otherwise, Debtor agrees to accept the same as Secured Party's agent and to hold the same in trust on behalf of and for the benefit of Secured Party, and to deliver the same immediately to Secured Party in the exact form received, with appropriate undated stock or similar powers, duly executed in blank, to be held by Secured Party, subject to the terms hereof, as Collateral. Unless an Event of Default exists or will result therefrom and subject to the other Loan Documents, Debtor shall be entitled to receive all cash dividends and distributions (to the extent such dividend or distribution does not represent a return of capital, a liquidating dividend or similar dividend or distribution) paid in respect of any of the Collateral. Secured Party shall be entitled to all dividends and distributions, and to any sums paid upon or in respect of any Collateral, upon the liquidation, dissolution, or reorganization of the issuer thereof which shall be paid to Secured Party to be held by it as additional collateral security for and, if a Default exists, application to the Secured Obligations as provided in the Credit Agreement and other Loan Documents. All dividends paid or distributed in respect of the Collateral which are received by Debtor in violation of this Agreement shall, until paid or delivered to Secured Party, be held by Debtor in trust as additional Collateral for the Secured Obligations.

SECTION 4.11. Right of Secured Party to Notify Issuers. If an Event of Default exists and at such other times as Secured Party is entitled to receive dividends and other property in respect of or consisting of any Collateral which is or represents a Security, Secured Party may notify issuers of such Security to make payments of all dividends and distributions directly to Secured Party and Secured Party may take control of all Proceeds of any Securities. Until Secured Party elects to exercise such rights, if an Event of Default exists, Debtor, as agent of Secured Party, shall collect, segregate and hold in trust all dividends and other amounts paid or distributed with respect to Securities.

SECTION 4.12. Insurance. Debtor shall, at its own expense, maintain insurance in accordance with the terms set forth in the Credit Agreement. All such policies of insurance shall be written for the benefit of Secured Party, for itself and the Secured Lenders, and Debtor, as their interests may appear, and shall provide for at least thirty Business Days' prior written notice of cancellation to Secured Party. Debtor shall promptly furnish to Secured Party evidence of such insurance in form and content reasonably satisfactory to Secured Party. If Debtor fails to perform or observe any applicable covenants as to insurance, Secured Party may at its option obtain insurance on only Secured Party's and Secured Lenders' interest in the Collateral, any premium thereby paid by Secured Party to become part of the Secured Obligations, bear interest prior to the existence of an Event of Default, at the then applicable Alternate Base Rate, and during the existence of an Event of Default, at the default rate. If Secured Party

maintains such substitute insurance, the premium for such insurance shall be due on demand and payable by the applicable Debtor to Secured Party. Debtor grants and appoints Secured Party its attorney-in-fact to endorse any check or draft that may be payable to Debtor in order to collect any payments in respect of insurance subject to this Agreement, including any refunds of unearned premiums in connection with any cancellation, adjustment, or termination of any policy of insurance. Any such sums collected by Secured Party shall be credited, except to the extent applied to the purchase by Secured Party of similar insurance, to any amounts then owing on the Secured Obligations in accordance with the Credit Agreement.

SECTION 4.13. Transfers and Other Liens. Debtor shall not (a) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Collateral, except as permitted under the Loan Documents, or (b) create or permit to exist any Lien, option, or other encumbrance upon or with respect to any of the Collateral, except for Permitted Liens.

SECTION 4.14. Secured Party Appointed Attorney-in-Fact. Debtor hereby irrevocably appoints Secured Party Debtor's attorney-in-fact, with full authority in the place and stead of Debtor and in the name of Debtor or otherwise to take any action and to execute any instrument which Secured Party may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including, without limitation (provided that Secured Party may exercise such power of attorney only (i) to obtain and adjust insurance, (ii) if a Default exists or (iii) at such other times as are reasonably necessary to preserve and protect Secured Party's and Secured Lenders' rights under this Agreement):

(a) to obtain and adjust insurance required to be paid to Secured Party pursuant to Section 4.12;

(b) to ask, demand, collect, sue for, recover, compromise, receive, and give acquittance and receipts for moneys due and to become due under or in connection with the Collateral;

(c) to receive, indorse, and collect any drafts or other Instruments, Documents, and Chattel Paper, in connection therewith; and

(d) to file any claims or take any action or institute any proceedings which Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce compliance with the terms and conditions of any Collateral or the rights of Secured Party with respect to any of the Collateral. **DEBTOR HEREBY IRREVOCABLY GRANTS TO SECURED PARTY DEBTOR'S PROXY (EXERCISABLE IF AN EVENT OF DEFAULT EXISTS) TO VOTE ANY SECURITIES INCLUDED IN COLLATERAL AND APPOINTS SECURED PARTY DEBTOR'S ATTORNEY-IN-FACT TO PERFORM ALL OBLIGATIONS OF DEBTOR UNDER THIS AGREEMENT AND TO EXERCISE ALL OF SECURED PARTY'S AND EACH SECURED LENDER'S RIGHTS HEREUNDER. THE PROXY AND EACH POWER OF ATTORNEY HEREIN GRANTED, AND EACH STOCK POWER AND SIMILAR POWER NOW OR HEREAFTER GRANTED (INCLUDING ANY EVIDENCED BY A SEPARATE WRITING), ARE COUPLED WITH AN INTEREST AND ARE IRREVOCABLE PRIOR TO THE RELEASE DATE.**

SECTION 4.15. Changes to Representations, Schedules. Not later than 30 days after the day on which any information disclosed on any Schedule to this Agreement changed and at such other times as required by this Agreement, Debtor shall deliver to Secured Party any updated Schedule (provided, the delivery of any updated Schedule shall not be deemed a waiver of any obligation of Debtor under any Loan Document and such updated Schedule shall not be effective until it is accepted by Secured Party). Debtor shall promptly notify Secured Party of any change in any representation herein and any information on any Schedule hereto if such change could reasonably be expected to have a Material Adverse Effect.

## ARTICLE V

### Rights and Powers of Secured Party

SECTION 5.01. Secured Party May Perform. If Debtor fails to perform any agreement contained herein, Secured Party may itself perform, or cause performance of, such agreement, and the reasonable expenses of Secured Party incurred in connection therewith shall be payable by Debtor under Section 5.06.

SECTION 5.02. Secured Party's Duties. The powers conferred on Secured Party hereunder are solely to protect Secured Party's and Secured Lenders' interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by Secured Party and Secured Lenders hereunder, neither Secured Party nor any other Secured Lender shall have any duty as to any Collateral, as to ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders, or other matters relative to any Collateral, whether or not Secured Party or any other Secured Lender has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which Secured Party accords its own property. Except as provided in this Section 5.02, neither Secured Party nor any other Secured Lender shall have any duty or liability to protect or preserve any Collateral or to preserve rights pertaining thereto. Nothing contained in this Agreement shall be construed as requiring or obligating Secured Party or any other Secured Lender, and neither Secured Party nor any other Secured Lender shall be required or obligated, to (a) present or file any claim or notice or take any action, with respect to any Collateral or in connection therewith or (b) notify Debtor of any decline in the value of any Collateral.

SECTION 5.03. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default (each, an "Event of Default"):

- (a) Any representation or warranty made by or on behalf of Debtor under or in connection with this Agreement shall be false as of the date on which made.
- (b) The breach by Debtor of any of the terms or provisions of Article IV or Section 5.07.
- (c) The breach by Debtor (other than a breach which constitutes an Event of Default under Section 5.03(a) or (b)) of any of the terms or provisions of this Agreement which is not remedied within 10 days after first to occur of (i) the giving of written notice to Debtor by Secured Party, and (ii) Debtor having knowledge of the existence of such breach.
- (d) The existence of an Event of Default (as defined in the Credit Agreement).

SECTION 5.04. Remedies. If an Event of Default exists:

- (a) Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it or any other Secured Lender pursuant to any applicable law, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Collateral), and also may require Debtor to, and Debtor will at its expense and upon request of Secured Party forthwith, assemble all or part of the Collateral as directed by Secured Party and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties at public or private sale, at any of Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Secured Party may

deem commercially reasonable. Debtor agrees that, to the extent notice of sale shall be required by law, ten days' notice to Debtor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by Secured Party upon any sale of, collection of, or other realization upon, all or any part of the Collateral shall be applied as provided in the Credit Agreement.

(c) All payments received by Debtor under or in connection with any Collateral shall be received in trust for the benefit of Secured Party, shall be segregated from other funds of Debtor, and shall be forthwith paid over to Secured Party in the same form as so received (with any necessary endorsement).

(d) Because of the Securities Act of 1933, as amended ("Securities Act"), and other laws, including without limitation state "blue sky" Laws, or contractual restrictions or agreements, there may be legal restrictions or limitations affecting Secured Party in any attempts to dispose of the Collateral and the enforcement of rights under this Agreement. For these reasons, Secured Party is authorized by Debtor, but not obligated, if any Event of Default exists, to sell or otherwise dispose of any of the Collateral at private sale, subject to an investment letter, or in any other manner which will not require the Collateral, or any part thereof, to be registered in accordance with the Securities Act, or any other law. Secured Party is also hereby authorized by Debtor, but not obligated, to take such actions, give such notices, obtain such consents, and do such other things as Secured Party may deem required or appropriate under the Securities Act or other securities laws or other laws or contractual restrictions or agreements in the event of a sale or disposition of any Collateral. Debtor understands that Secured Party may in its discretion approach a restricted number of potential purchasers and that a sale under such circumstances may yield a lower price for the Collateral than would otherwise be obtainable if same were registered and/or sold in the open market. No sale so made in good faith by Secured Party shall be deemed to be not "commercially reasonable" because so made. Debtor agrees that if an Event of Default exists, and Secured Party sells the Collateral or any portion thereof at any private sale or sales, Secured Party shall have the right to rely upon the advice and opinion of appraisers and other Persons, which appraisers and other Persons are acceptable to Secured Party, as to the best price reasonably obtainable upon such a private sale thereof. In the absence of actual fraud, such reliance shall be conclusive evidence that Secured Party and the other Secured Lenders handled such matter in a commercially reasonable manner under applicable law.

(e) After notice to Debtor, Secured Party and such Persons as Secured Party may reasonably designate shall have the right, at Debtor's own cost and expense, to verify under reasonable procedures, 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. Secured Party shall have the absolute right to share any information it gains from such inspection or verification with any Secured Lender.

(f) For purposes of enabling Secured Party to exercise rights and remedies under this Agreement, Debtor grants to Secured Party an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to Debtor or any other Person; provided, that if the license granted to Secured Party is a sublicense, Debtor shall be solely responsible for, and indemnify Secured Party and each Secured Lender against, any royalty or other compensation payable to Debtor's licensor or other Person) to use all of Debtor's Software, and including in such license reasonable access to all media in which any of the licensed items may be recorded and all related manuals.



(g) For the purpose of enabling Secured Party to exercise rights and remedies under this Agreement, Debtor grants to Secured Party an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to Debtor or any other Person; provided, that if the license granted to Secured Party is a sublicense, Debtor shall be solely responsible for, and indemnify Secured Party and Secured Lenders against, any royalty or other compensation payable to Debtor's licensor or other Person) to use, license, or sub-license any of the Collateral consisting of Intellectual Property 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 Software used for the use, compilation, or printout thereof. In connection therewith, Debtor shall execute and deliver a license agreement to Secured Party to evidence the grant of such license. The use of such license by Secured Party shall be exercised, at the option of Secured Party, if an Event of Default exists; provided, that any license, sublicense, or other transaction entered into by Secured Party in accordance herewith shall be binding upon Debtor notwithstanding any subsequent cure or waiver of an Event of Default.

SECTION 5.05. Appointment of Receiver or Trustee. In connection with the exercise of Secured Party's rights under this Agreement or any other Loan Document, Secured Party may, if an Event of Default exists, obtain the appointment of a receiver or trustee to assume, upon receipt of any necessary judicial or other Governmental Authority consents or approvals, control of or ownership of any Collateral. Such receiver or trustee shall have all rights and powers provided to it by law or by court order or provided to Secured Party under this Agreement or any other Loan Document. Upon the appointment of such trustee or receiver, Debtor shall cooperate, to the extent necessary or appropriate, in the expeditious preparation, execution, and filing of an application to any Governmental Authority or for consent to the transfer of control or assignment of such Collateral to the receiver or trustee.

SECTION 5.06. Further Approvals Required.

(a) In connection with the exercise by Secured Party of rights under this Agreement that affects the disposition of or use of any Collateral (including rights relating to the disposition of or operation under any Permit), it may be necessary to obtain the prior consent or approval of Governmental Authorities and other Persons to a transfer or assignment of Collateral. Debtor shall execute, deliver, and file, and hereby appoints (to the extent not prohibited by applicable law) Secured Party as its attorney (exercisable if an Event of Default exists), to execute, deliver, and file on Debtor's behalf and in Debtor's name, all applications, certificates, filings, instruments, and other documents (including without limitation any application for an assignment or transfer of control or ownership) that may be necessary in Secured Party's reasonable opinion, to obtain such consents or approvals. Debtor shall use commercially reasonable efforts to obtain the foregoing consents, waivers, and approvals, including receipt of consents, waivers, and approvals under applicable agreements regardless of whether a Default or Event of Default exists.

(b) Debtor acknowledges that there is no adequate remedy at law for failure by it to comply with the provisions of this Section 5.06 and that such failure would not be adequately compensable in damages, and therefore agrees that this Section 5.06 may be specifically enforced.

SECTION 5.07. Expenses.

(a) Debtor will upon demand pay to Secured Party (i) all reasonable out-of-pocket expenses incurred by Secured Party and its Affiliates, including the reasonable fees, charges and disbursements of counsel for Secured Party, in connection with the preparation and administration of this Agreement or any amendments, modifications or waivers of the provisions hereof or thereof, and (ii) all out-of-pocket expenses incurred by Secured Party, including the fees, charges and disbursements of any counsel or advisor for Secured Party, in connection with the enforcement or protection of its rights and the rights of

Secured Lenders in connection with this Agreement including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of any of the Secured Obligations.

(b) **DEBTOR SHALL INDEMNIFY SECURED PARTY AND EACH SECURED LENDER, AND EACH RELATED PARTY OF ANY OF THE FOREGOING PERSONS (EACH SUCH PERSON BEING CALLED AN “INDEMNITEE”) AGAINST, AND HOLD EACH INDEMNITEE HARMLESS FROM, ANY AND ALL LOSSES, CLAIMS, DAMAGES, LIABILITIES AND RELATED EXPENSES, INCLUDING THE FEES, CHARGES AND DISBURSEMENTS OF ANY COUNSEL OR ADVISOR FOR ANY INDEMNITEE, INCURRED BY OR ASSERTED AGAINST ANY INDEMNITEE ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF (I) THE EXECUTION OR DELIVERY OF THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, THE PERFORMANCE BY THE PARTIES HERETO OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER OR UNDER ANY OTHER LOAN DOCUMENT OR THE CONSUMMATION OF THE TRANSACTIONS OR ANY OTHER TRANSACTIONS CONTEMPLATED HEREBY, AND (II) ANY ACTUAL OR PROSPECTIVE CLAIM, LITIGATION, INVESTIGATION OR PROCEEDING RELATING TO ANY OF THE FOREGOING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY AND REGARDLESS OF WHETHER ANY INDEMNITEE IS A PARTY THERETO; PROVIDED THAT SUCH INDEMNITY SHALL NOT, AS TO ANY INDEMNITEE, BE AVAILABLE TO THE EXTENT THAT SUCH LOSSES, CLAIMS, DAMAGES, LIABILITIES OR RELATED EXPENSES RESULTED FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE.**

## ARTICLE VI

### Miscellaneous

SECTION 6.01. Deferral of Subrogation. Until the Release Date, Debtor shall not assert, enforce, or otherwise exercise (a) any right of subrogation to any of the rights or Liens of Secured Party or any Secured Lender or any Person acting for the benefit of Secured Party or any Secured Lender against any other Loan Party or any Collateral or any other security, or (b) any right of recourse, reimbursement, contribution, indemnification, or similar right against any other Loan Party on all or any part of the Secured Obligations, and Debtor hereby defers any and all of the foregoing rights and the benefit of, and any right to participate in, any Collateral or other security given to Secured Party, any Secured Lender or any Person acting for the benefit of Secured Party or any Secured Lender to secure payment of the Secured Obligations. This Section 6.01 shall survive the termination of this Agreement, and any satisfaction and discharge of Debtor by virtue of any payment, court order, or law.

SECTION 6.02. Cumulative Rights. All rights of Secured Party and each Secured Lender under the Loan Documents, Secured Cash Management Agreements and Secured Swap Agreements are cumulative of each other and of every other right which Secured Party and each Secured Lender may otherwise have at law or in equity or under any other agreement. The exercise of one or more rights shall not prejudice or impair the concurrent or subsequent exercise of other rights.

SECTION 6.03. Amendments; Waivers. Any term, covenant, agreement, or condition of this Agreement may be amended, and any right under this Agreement may be waived, if, but only if, such amendment or waiver is in writing and is signed by Secured Party and, in the case of an amendment, by Debtor. Unless otherwise specified in such waiver, a waiver of any right under this Agreement shall be effective only in the specific instance and for the specific purpose for which given. No election not to exercise, failure to exercise or delay in exercising any right, nor any course of dealing or performance, shall operate as a waiver of any right of Secured Party or any Secured Lender under this Agreement, any

other Loan Document, any Secured Cash Management Agreement, Secured Swap Agreement or applicable law, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right of Secured Party or any Secured Lender under this Agreement, any other Loan Document, any Secured Cash Management Agreement, Secured Swap Agreement or applicable law.

SECTION 6.04. Continuing Security Interest. This Agreement creates a continuing security interest in the Collateral and shall (i) remain in full force and effect until the Release Date, (ii) be binding upon Debtor, its permitted successors and assigns, and Debtor as a debtor in possession and any trustee or administrator for Debtor or its property, and (iii) inure to the benefit of, and be enforceable by, Secured Party and its successors, transferees and assigns. Upon any such termination, all Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of Secured Party, each Secured Lender and Debtor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the granting parties and Secured Party will, at Debtor's expense, execute and deliver to Debtor such documents as Debtor shall reasonably request to evidence such termination and shall deliver to Debtor any Collateral held by Secured Party hereunder. Debtor agrees that to the extent that Secured Party or any Secured Lender receives any payment or benefit and such payment or benefit, or any part thereof, is subsequently invalidated, declared to be fraudulent or preferential, set aside or is required to be repaid to a trustee, receiver, or any other party under any proceeding under any bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally, common law or equitable cause, then to the extent of such payment or benefit, the Secured Obligations or part thereof intended to be satisfied shall be revived and continued in full force and effect as if such payment or benefit had not been made and, further, any such repayment by Secured Party or any Secured Lender, to the extent that Secured Party or any Secured Lender did not directly receive a corresponding cash payment, shall be added to and be additional Secured Obligations payable upon demand by Secured Party or any Secured Lender and secured hereby, and, if the Lien and security interest hereof shall have been released, such Lien and security interest shall be reinstated with the same effect and priority as on the date of execution hereof all as if no release of such Lien or security interest had ever occurred.

SECTION 6.05. Governing Law; Jurisdiction; Consent to Service of Process. (a) This Agreement shall be construed in accordance with and governed by the laws of the State of Texas and federal laws applicable to national banking associations.

(b) Debtor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the courts of the State of Texas sitting in Dallas County and of the United States District Court of the Northern District of Texas, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, 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 Texas state or, to the extent not prohibited 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 Secured Party or any Secured Lender may otherwise have to bring any action or proceeding relating to this Agreement against Debtor or the Collateral in the courts of any jurisdiction.

(c) Debtor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in Section 6.05(b). Each of the parties hereto hereby irrevocably waives, to the fullest extent not prohibited by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 6.11. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

**SECTION 6.06. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**

**SECTION 6.07. Secured Party's Right to Use Agents.** Secured Party may exercise its rights under this Agreement through an agent or other designee.

**SECTION 6.08. No Interference, Compensation or Expense.** Secured Party may exercise its rights under this Agreement (a) without resistance or interference by Debtor and (b) without payment of any rent, license fee, or compensation of any kind to Debtor.

**SECTION 6.09. Waivers of Rights Inhibiting Enforcement.** Debtor waives (a) any claim that, as to any part of the Collateral, a private sale, should Secured Party elect so to proceed, is, in and of itself, not a commercially reasonable method of sale for such Collateral, (b) except as otherwise provided in this Agreement, **TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, NOTICE OR JUDICIAL HEARING IN CONNECTION WITH SECURED PARTY'S DISPOSITION OF ANY OF THE COLLATERAL INCLUDING ANY AND ALL PRIOR NOTICE AND HEARING FOR ANY PREJUDGMENT REMEDY OR REMEDIES AND ANY SUCH RIGHT THAT DEBTOR WOULD OTHERWISE HAVE UNDER ANY LAW AND ALL OTHER REQUIREMENTS AS TO THE TIME, PLACE AND TERMS OF SALE OR OTHER REQUIREMENTS WITH RESPECT TO THE ENFORCEMENT OF SECURED PARTY'S OR CREDITORS' RIGHTS HEREUNDER** and (c) all rights of redemption, appraisal or valuation.

**SECTION 6.10. Obligations Not Affected.** To the fullest extent not prohibited by applicable law, the obligations of Debtor under this Agreement shall remain in full force and effect without regard to, and shall not be impaired or affected by:

(a) any amendment, addition, or supplement to, or restatement of any Loan Document, Secured Cash Management Agreement, Secured Swap Agreement or any instrument delivered in connection therewith or any assignment or transfer thereof;

(b) any exercise, non-exercise, or waiver by Secured Party or any Secured Lender of any right, remedy, power, or privilege under or in respect of, or any release of any guaranty, any collateral, or the Collateral or any part thereof provided pursuant to, this Agreement, any other Loan Document, any Secured Cash Management Agreement or Secured Swap Agreement;

(c) any waiver, consent, extension, indulgence, or other action or inaction in respect of this Agreement, any other Loan Document, any Secured Cash Management Agreement or Secured Swap Agreement or any assignment or transfer of any thereof;

(d) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation, or the like of any Loan Party or any other Person, whether or not Debtor shall have notice or knowledge of any of the foregoing; or

(e) any other event which may give Debtor or any other Loan Party a defense to, or a discharge of, any of its obligations under any Loan Document, any Secured Cash Management Agreement or Secured Swap Agreement, other than the indefeasible payment or performance thereof.

SECTION 6.11. Notices and Deliveries. All notices and other communications provided for hereunder shall be effectuated in the manner provided for in Section 9.01 of the Credit Agreement; provided, that notices to Debtor shall be addressed to Debtor's address in Schedule 2, Section (a), to the attention of President.

SECTION 6.12. Survival. All covenants, agreements, representations and warranties made by Debtor herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by Secured Party and Secured Lenders and shall survive the execution and delivery of this Agreement, regardless of any investigation made by Secured Party or any Secured Lender or on its behalf and notwithstanding that Secured Party or any Secured Lender may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time any credit is extended, and shall continue in full force and effect as long as any Secured Obligation is outstanding and unpaid and so long as the Commitments have not expired or terminated. The provisions of Sections 4.01(c), 5.02, 5.07, 6.01, 6.04, 6.05, 6.06 and 6.12 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Secured Obligations, the expiration or termination of the Commitments or the termination of this Agreement, any other Loan Document, any Secured Cash Management Agreement or Secured Swap Agreement, or any provision hereof or thereof.

SECTION 6.13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument. Executed counterpart signature pages delivered by facsimile or as an attachment to electronic mail shall be deemed to be an original.

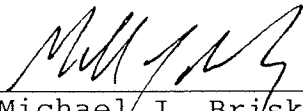
SECTION 6.14. **ENTIRE AGREEMENT.** THIS WRITTEN AGREEMENT, TOGETHER WITH THE OTHER LOAN DOCUMENTS, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the date first above written.


**DEBTOR:**

**ATX GROUP, INC.**

By:   
Print Name: Michael J. Briskey  
Print Title: Executive Vice President

**SECURED PARTY:**

**JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION, as Administrative Agent**

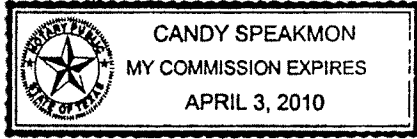
By:   
Print Name: Mae Reeves  
Print Title: Senior VP

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 25th day of May, 2006, by Michael J. Briskey, EVP & CFO of ATX GROUP, INC., a Texas corporation, on behalf of said corporation.

[SEAL]



Notary Public: Candy Speakmon  
 Printed Name: Candy Speakmon  
 My commission expires: April 3, 2010

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 25th day of May, 2006, by \_\_\_\_\_, \_\_\_\_\_ of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association, on behalf of said association.

[SEAL]

Notary Public: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 My commission expires: \_\_\_\_\_



STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 25th day of May, 2006, by \_\_\_\_\_, \_\_\_\_\_ of ATX GROUP, INC., a Texas corporation, on behalf of said \_\_\_\_\_.

[SEAL]

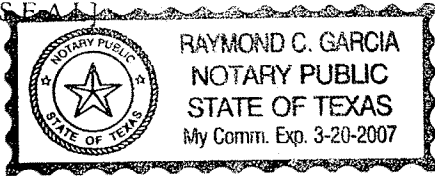
Notary Public: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 25th day of May, 2006, by Maureen, Senior VP of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association, on behalf of said association.

[SEAL]



Notary Public: R. Garcia  
Printed Name: Raymond C. Garcia  
My commission expires: 3-20-2007

Schedule 1	Organization and Names
(a) Debtor name:	ATX Group, Inc.
State of Organization:	Texas
Federal Taxpayer ID Number:	74-2728082
Organization Number:	133361500
Entity Type:	C Corporation
(b) Changes in identity:	Last 5 yrs: name change only, from ATX Technologies, Inc. to ATX Group, Inc. effective 5-9-05
(c) UCC Filing Office:	Texas Secretary of State

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Schedule 2		Addresses	
Address	Owner/Lessee	Record Owner	
(a) Chief Executive Office:	ATX Group, Inc., 8550 Freeport Parkway, Irving, TX 75063	8550 Freeport Parkway South, LP c/o UBS Realty Investors LLC, 242 Trumbull Street, Hartford, CT 06103	
(b) Locations where books and records are kept:	ATX Group, Inc., 8550 Freeport Parkway, Irving, TX 75063	See above	
(c) Locations where Equipment and Inventory are kept:	1-ATX Group, Inc., 8550 Freeport Parkway, Irving, TX 75063 2-ATX Group, Inc., 1555 Walnut Hill Lane, Ste. 150, Irving, TX 75038 3-ATX Group, Inc., 8430 Sterling Drive, Ste. B, Irving, TX 75063	1-see above 2-CFH Realty II/Las Colinas Commons, LP, c/o Crow Holdings 2100 McKinney Avenue, Ste. 700, Dallas, TX 75201, ATTN: Asset Mrg - Las Colinas Commons 3-Charter Freeport Partners, LP, 1845 Woodall Rogers Frwy, Ste. 1720, Dallas, TX 75201	
(d) All other places of business not listed above:	None	n/a	
(e) Persons (other than Debtor) who have possession of Collateral or other property:	None	n/a	

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Schedule 4	Indebtedness Evidenced By Instruments
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Description	Term Date	Interest Rate	Available Balance at 12/31/05
Intercompany Loan/Line of Credit ATX Europe GmbH as maker	7/31/2008	LIBOR plus 4.00%	€10,000,000

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Schedule 5(a)		Registered Trademarks					
Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
ATX Group	Owned	ATX	3,039,449		37, 38 Goods: Class 37: Providing roadside services through two-way wireless 35, 37, 38 & 39	01/10/06	US
ATX Group	Owned	ATX & Design	3,052,211		Goods: 35: Providing consumer product information 42- Vehicular theft and security alarm monitoring services	01/31/06	US
ATX Group	Owned	ATX TECHNOLOGIES	2,189,864			09/15/98	US
ATX Group	Owned	ATX Logo	3439569	09,35,37,38,39,41,42,43,44		5/19/2005	EU
ATX Group	Owned	DEFINING THE WORLD OF TELEMATICS	2,498,877		38- Wireless communication services, namely, providing two-way wireless voice and data communications featuring position-dependent information for stationary and mobile customers	10/16/01	US
ATX Group	Owned	FIRST ASSIST (Stylized)	2,422,710		42- Providing emergency services to occupants of vehicles using global positioning systems and cellular telephone	01/23/01	US

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
ATX Group	Owned	ON GUARD	2,367,945		09 - Personal security and theft-deterrent/recovery devices for placement in motor vehicles, namely, electronic vehicle tracking devices for providing voice communication with a remote base and for tracking and locating the vehicle using two-way wireless	07/18/00	US
ATX Group	Owned	ON GUARD	2,018,338		39- Travel information services, namely, providing motor vehicle drivers with information identifying the geographic location of their vehicles through the use of two-way, wireless communication 42 - Motor vehicle tracking services	11/19/96	US
ATX Group	Owned	ON GUARD	559,790	00- Motor vehicle tracking and telematics services featuring two-way wireless communications and navigational information supplied by global positioning satellite systems		03/27/02	CA
ATX Group	Owned	ON GUARD READY	2,419,738		39, 42 Goods: Class 39: Travel information services	09/10/98	US

Schedule 5(b)		Trademark Applications					
Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Trademark Application relates to following Trademark	Serial No.	Int'l Class Covered	Goods or Services Covered	Date of Application	Country of Application
None							

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Schedule 5(c)	Registered Patents
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Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Patent No.	Issue Date	Country of Issue
ATX Group	Owned	6,069,570	5/30/2000	US/MX
ATX Group	Owned	6,011,806	1/4/2000	US/MX
ATX Group	Owned	6,211,823	4/3/2001	US/CA
ATX Group	Owned	6,414,969	7/2/2002	US

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Schedule 5(d)		Patent Applications		
Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Serial No.	Filing Date	Country of Issue
ATX Group, Inc.	Owned	10/992,025	11/18/04	US, (pending: CA, EU, DE, SP, FR, UK, IT)
ATX Group, Inc.	Owned	11/029,971	01/05/05	US, (future: CA, EU, DE, SP, FR, UK, IT)

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Schedule 5(e)			Copyrights			
Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Serial No.	Copyright	Issue Date	Country of Issue	
ATX Technologies	Owned	TXu819073	Mobile alarm monitoring	02/20/1998 (19980220)	US	
ATX Technologies	Owned	TXu819072	CTI application server	02/20/1998 (19980220)	US	
ATX Technologies	Owned	TXu819070	Mobile monitoring monitor application	02/20/1998 (19980220)	US	
ATX Technologies	Owned	TXu819069	Mobile monitoring preprocessor application	02/20/1998 (19980220)	US	
ATX Technologies	Owned	TXu819068	Mobile monitoring concentrator application	02/20/1998 (19980220)	US	
ATX Technologies	Owned	TXu819067	Mobile monitoring data entry application	02/20/1998 (19980220)	US	
ATX Technologies	Owned	TXu818066	Receiver test program	02/20/1998 (19980220)	US	
ATX Technologies	Owned	TXu819061	Mobile monitoring front end	02/20/1998 (19980220)	US	

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Schedule 5(f)		Copyright Applications			
Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registration No.	Copyright	Application Date	Country of Application
None					

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Schedule 6 Deposit Accounts

Bank	Branch Name, Street Address	ABA No.	Account No.	Account Name	Account Type
Chase	JPMorgan Chase Tower, 2200 Ross Avenue, Floor 5, Dallas, TX 75201	111000614/021000021	1596260131	Operating Account	Major Funding
Chase	JPMorgan Chase Tower, 2200 Ross Avenue, Floor 5, Dallas, TX 75201	113101404	9319962644	Controlled Disbursement	ZBA
JP Morgan	JPMorgan Chase Tower, 2200 Ross Avenue, Floor 5, Dallas, TX 75201	113000609	36058345	Loan Collateral - Money Market Mutual Funds	Collateral
ScotiaBank	44 King Street West, Toronto ON M5H 1H1	See Note	80002 10359 16	Operating Account	Checking
National Bank of Canada	150, York Street, Toronto, ON M5H 3A9	See Note	07-952-27	Operating Account	Checking

Payroll & Benefit Accounts					
Chase	JPMorgan Chase Tower, 2200 Ross Avenue, Floor 5, Dallas, TX 75201	111000614	1596260156	Payroll	Checking/ZBA
JP Morgan	JPMorgan Chase Tower, 2200 Ross Avenue, Floor 5, Dallas, TX 75201	021000021	475-043375	UnitedHealth Care - FSA	Collateral

Securities Accounts					
JP Morgan	JPMorgan Chase Tower, 2200 Ross Avenue, Floor 5, Dallas, TX 75201	113000609	36058352	Money Market Mutual Funds, Commercial Paper, VRP, & Government Securities	Investment
Merrill Lynch	2121 San Jacinto, Suite 1100, Dallas, Texas 75201	0110-0002-8	63M-07D42	Commercial Paper, VRP, & Government Securities	Investment
Merrill Lynch	2121 San Jacinto, Suite 1100, Dallas, Texas 75201	0110-0002-8	3394948	Merrill Lynch Primary Institutional Fund	Investment

	USD	CAD
National Bank of Canada	Swift: CHASUS33 ABA#:021000021	Swift: BNDCCAMMINT none
Scotia Bank	Swift: NOSCUS US33 ABA#:026002532	Swift: NOSCCATT none

Schedule 7	Securities Accounts
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Securities Intermediary	Street Address	Account Name	Account Number	Securities Contract Description
JP Morgan Securities, Inc.	PO Box 2558, Houston, TX 77252-9968	ATX Group Investment Account	36058352	Money Market, Government Agency Discount Notes, CP
Merrill Lynch Institutional Advisory Division	2121 San Jacinto, Ste 1100, Dallas, TX 75201	ATX Group Investment Account	63M-07D42;3394948	Money Market, Government Agency Discount Notes, CP

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Schedule 8

Commodity Accounts

Commodity Intermediary	Street Address	Account Name	Account Number	Commodity Contract Description
None				

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Schedule 10	Required Consents
Series B Holder, Vodafone Deutschland GmbH	
Series C Holder, James R. Leininger	
Series D Holder, Vodafone Deutschland GmbH	
Noteholder, James R. Leininger	
Landlord, CFH Realty II/Las Colinas Commons, LP	
The agreements listed as items 8 through 15 on Schedule 6.08 to the Credit Agreement contain provisions granting security interests on assets of Borrower, prohibiting the granting of security interests on assets of Borrower and/or prohibiting the granting of security interests in rights under such agreements. No consents or waivers are being obtained by Borrower with respect to those provisions of these agreements.	

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Schedule 11 Insurance

DESCRIPTION/COVERAGE	LIMITS	DEDUCTIBLES/SIR
<b>General Liability</b> 2156163 May 31, 2005 - 2006 Lexington Insurance Company	\$2,000,000 General Aggregate Limit Products - Completed Operations Aggregate Limit Each Occurrence Limit Personal & Advertising Injury Limit Damage to Premises Rented to You	\$50,000 Deductible per occurrence
<b>Business Auto</b> AST-191-437883-025 May 31, 2005 - 2006	\$1,000,000 \$1,000,000 Bodily Injury & Property Damage, Each Accident Uninsured Motorist, Each Accident Hired & Non-Owned Liability,	\$1,000 Comprehensive \$1,000 Collision <b>Hired and Non                      Owned Physical                      Damage:</b>
Liberty County Mutual Insurance Company	\$1,000,000 \$5,000 Each Accident Personal Injury Protection	\$1,000 Comprehensive \$1,000 Collision
<b>Workers' Compensation</b> WC2-191-437883-015 May 31, 2005 - 2006 Liberty Mutual Insurance Company	\$1,000,000 \$1,000,000 \$1,000,000 Bodily Injury by Accident - each accident Bodily Injury by Disease - each person Bodily Injury by Disease - policy limit	
<b>Umbrella Liability</b> 2159833 May 31, 2005 - 2006 Lexington Insurance Company	\$10,000,000 \$10,000,000 \$10,000,000 Any One Occurrence Products Completed Operations Hazard Combined All Other Coverages Combined	\$10,000 Per Occurrence Self Insured Retention

DESCRIPTION/COVERAGE	LIMITS	DEDUCTIBLES/SIR
<p><u>Property</u>  MAC6197743-00  May 31, 2005 -- 2006  Great American Insurance Company</p>	<p><b>8550 Freepport Pkwy, Irving, TX 75063</b>  Contents:  \$2,300,000 (BPP)  \$11,000,000 (EDP)  Business Income including    Extra Expense:  \$5,806,299  <b>15555 West Walnut Hill Lane,  Suite 300, Irving, TX 75063</b>  Contents:  \$100,000 (BPP)  \$2,000,000 (EDP)  Business Income including  Extra Expense:  Included  Valuation: Replacement Cost  Coinsurance: 90%  <u>Supplementary Coverages:</u>  Boiler &amp; Machinery \$NA  Flood \$NA  Earthquake \$NA  Newly Acquired Buildings \$500,000 for 90 days  Building Ordinance:  Coverage A - Undamaged Part of Building Included  as part of Building Limit  Coverage B - Cost of Demolish &amp; Remove  Coverage C - Increased Cost of Construction  Machinery, Equipment, and Personal Property At  Newly Acquired Locations:  \$250,000 for 90 days  Personal Property at Unnamed Locations: \$25,000</p>	<p>\$2,500 Deductible</p>

DESCRIPTION/COVERAGE	LIMITS	DEDUCTIBLES/SIR
<p align="center"><u>Property (cont'd)</u></p>	<p>Personal Property of Others in Care of Insured:            \$25,000            Personal Property in Transit: \$25,000            Imp. &amp; Betterments, Back up of Sewers &amp; Drains:            \$Included            EDP Hardware See Above            EDP Software \$100,000              EDP Extra Expense \$100,000            Valuable Papers \$505,000            Extra Expense \$50,000            Accounts Receivable \$25,000            Pollutant Clean Up and Removal:            \$10,000 Per Location Per Year            Personal Effects Incl Employees:            \$5,000            Loss Data Preparation Costs:            \$5,000            Fire Protection Device Recharging: \$2500            Fire Department Service Charge: \$5000            Debris Removal \$25% of Direct Loss</p>	
<p><u>Foreign Package</u>            WR10000878            May 31, 2005 - 2006              Insurance Company of the State of            Pennsylvania</p>	<p><b>Foreign Commercial General Liability</b>            Master Control Program Aggregate Limit            General Aggregate Limit            Products-Completed Operations Aggregate Limit              Personal and Advertising Injury Limit              Each Occurrence Limit            Damage to Premises Rented To You Limit            Medical Expense Limit  <b>Foreign Business Auto Liability and Physical Damage</b>            Cov A. Liability Coverage Limit (any one accident)            Cov B. Medical Expense (each accident limit)            Covered Autos:            (Liability, Comp, Collision, Specified Causes of Loss)</p>	

DESCRIPTION/COVERAGE	LIMITS	DEDUCTIBLES/SIR
	<p>Owned Private Passenger Autos  Owned Autos-other than Private Passenger  Hired Autos  Non-owned Autos (Liability only)  Physical Damage Limits - Cov C.  Owned Private Passenger Autos  Owned Autos-other than Private Passenger  N/A  Hired Autos \$10,000-Limit Each Auto  Deductible-\$1,000  \$10,000-Each Auto Limit</p> <p><b>Foreign Voluntary Workers Compensation and Employers Liability</b>  <b>Coverage A:</b> North American Employee(s): State of Hire (US/Canada)  <b>Coverage B:</b> Employers Liability Per Occurrence: \$1,000,000  <b>Coverage C:</b> Excess Repatriation Expenses Per Person: \$250,000  <b>Foreign Travel Accident and Sickness</b>  <b>Coverage A, B -</b> Accidental Death and Dismemberment - 24 Hour  \$250,000 Principal Sum, each Insured person or five (5) times the \$1,000,000  Aggregate Limit any one accident for all insured persons  <b>Coverage C -</b> Accident and Sickness Medical Expenses  \$25,000 Covered medical expense, each insured person  \$25,000 Covered medical expense, maximum each injury or sickness  \$250 Deductible per Insured person, per each injury or sickness  <b>Coverage D -</b> Emergency Medical Evacuation  \$25,000 Covered Expenses, each Insured person  \$100,000 Maximum, each Serious injury or sickness  <b>Coverage E -</b> Emergency Family Travel \$100,000 Maximum, each Emergency  medical evacuation  <b>Coverage F -</b> Repatriation of Remains  \$20,000 Covered Expense, each Insured person  \$100,000 Maximum for all Insured person(s) any one Accident or  Ransom Monies:  \$1,000,000 Each Loss/\$1,000,000 Policy Aggregate</p>	<p>N/A</p> <p><b>Corporate Kidnap and Ransom/Extortion</b></p>

DESCRIPTION/COVERAGE	LIMITS	DEDUCTIBLES/SIR
	<p>In-Transit Delivery:            \$1,000,000 Each Loss/\$1,000,000 Policy Aggregate            Expenses: \$1,000,000 Each Loss/\$1,000,000 Policy Aggregate            Consultants Expenses: Unlimited            Judgments, Settlements and Defense Costs: \$1,000,000 Each Death of            Dismemberment: \$100,000 Each Loss/\$500,000 Policy</p>	
<p><u>Miscellaneous Professional Liability</u>            2156710            May 31, 2005 - 2006            Lexington Insurance Company</p>	<p>\$5,000,000 Each Claim            \$5,000,000 Annual Aggregate</p> <ul style="list-style-type: none"> <li>• Professional Services: Solely in the performance of response center personnel</li> <li>• MPL Contingent BI/PPD if claim arises out of failure to provide</li> <li>• Technology Endorsement - manuscript, includes carve back for loss as a result of software</li> <li>• Failure to Effect and/or Maintain Insurance or Bond Exclusion</li> <li>• Non Stacking of Limits Exclusion - manuscript</li> <li>• 25% Minimum Earned Premium Endorsement</li> <li>• War Exclusion</li> <li>• Terrorism Premium Charge Endorsement</li> <li>• The Terrorism Coverage provided by the policy is broader than required by the Terrorism Risk Insurance Act of 2002, as for example, there is no exclusion for acts of Terrorism committed by other than a foreign person or foreign interest</li> <li>• AD&amp;D Endorsement</li> <li>• Amendatory Punitive Damages Endorsement - manuscript, allows buyback of punitive damages coverage</li> <li>• Final manuscript endorsement wording is subject to Lexington Legal Departments approval - Technology Exclusions Endorsement amends wording on #1, #2, and #14</li> </ul>	<p>\$100,000</p>

Schedule 12		Commercial Tort Claims	
Case Name or Style	Case Number	Court in Which Pending	
ATX is a defendant in a pending infringement case (see Credit Agreement disclosures), however there are no material counterclaims at this time, the outcome of which create a financial interest for ATX			
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