

08-19-2009

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)



RECORDATION FORM COVER SHEET TRADEMARKS ONLY

103571273

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

50.81.8

1. Name of conveying party(ies):

USI Senior Holdings, Inc.
Grandview Square, Suite 220
Edina, Minneapolis 55436

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) Delaware, USA

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

No

Name: Wilmington Trust Co.

Internal

Address: Rodney Square North

Street Address: 1100 N. Market Street

City: Wilmington

State: Delaware

Country: USA Zip: 19890

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship Delaware, USA

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

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

Execution Date(s) June 30, 2009

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2693355; 2517255; 2982904; 2954811; 2982903; 2982902 and 2982901

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Gary Serbin

Internal Address: c/o Lovells LLP

Street Address: 590 Madison Avenue, 6th Floor

City: New York

State: New York Zip: 10022

Phone Number: 212-909-0659

Fax Number: 212-909-0660

Email Address: Gary.Serbin@lovells.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$190.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

08/18/2009 NJANA1 00000068 504767 2693355
 Deposit Account Number 504767 00 DA
 02 FC:8522 150.00 DA
 Authorized User Name Gary Serbin

9. Signature:

Gary Serbin
Signature

August 14, 2009
Date

Gary Serbin

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 109

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

Annex 1

Additional Name(s) and address(es) of Conveying Parties

United Subcontractors, Inc.
Grandview Square, Suite 220
5201 Eden Avenue
Edina, MN 55436
Citizenship: State: Utah, United States

USI Intermediate Holdings, Inc.
Grandview Square, Suite 220
5201 Eden Avenue
Edina, MN 55436
Citizenship: State: Delaware, United States

San Gabriel Insulation, Inc.
Grandview Square, Suite 220
5201 Eden Avenue
Edina, MN 55436
Citizenship: State: Utah, United States

Construction Services & Consultants, Inc.
Grandview Square, Suite 220
5201 Eden Avenue
Edina, MN 55436
Citizenship: State: Delaware, United States

Tabor Insulation, Inc.
Grandview Square, Suite 220
5201 Eden Avenue
Edina, MN 55436
Citizenship: State: Utah, United States

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of June 30, 2009, is entered into by and between UNITED SUBCONTRACTORS, INC., a Utah corporation (the "Grantor") and WILMINGTON TRUST COMPANY, as collateral agent for the Secured Parties (in such capacity the "Collateral Agent").

WHEREAS, pursuant to the Security Agreement (as defined below), the Grantor is granting a security interest to the Collateral Agent in substantially all of its personal property whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks (as defined below) listed on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement, dated as of June 30, 2009, between, among others, the Grantor and the Collateral Agent (the "Security Agreement").

SECTION 2. Grant of Security Interest in Trademark Collateral. To secure its respective Secured Obligations, the Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (the "Trademark Collateral"):

(a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations, and applications for any of the foregoing, including the registrations and applications referred to on Schedule A hereto (collectively, "Trademarks");

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule A hereto (collectively, "Trademark Licenses");

(c) all extensions or renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the applicable Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Modification of Agreement. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining the Grantor's approval of or

signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or Trademark Licenses or any Trademarks Licenses acquired or developed by the Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks or Trademark Licenses in which the Grantor no longer has or claims any right, title or interest.

SECTION 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

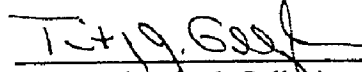
SECTION 6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and the Grantor and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Collateral Agent assign any right, duty or obligation hereunder.

SECTION 7. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first written above.

UNITED SUBCONTRACTORS, INC.

By:



Name: Timothy J. Gallagher
Title: Chief Financial Officer

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 004046 FRAME: 0177

WILMINGTON TRUST COMPANY,
as the Collateral Agent

By: _____
Name: James A. Hanley
Title: Vice President



[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004046 FRAME: 0178

TRADEMARK SECURITY AGREEMENT

U.S. REGISTERED TRADEMARKS AND APPLICATION

Trademark	Country	Reg. No. (App. No.)	Filing Date (App. Date)	Record Owner
Kenosa	USA	2693355	April 4, 2001	United Subcontractors, Inc. dba Gregory Wood Products
Polar Blanket	USA	2517255	March 22, 2001	United Subcontractors, Inc.
All-Purpose Windows and Doors	USA	2982904	October 2, 2003	United Subcontractors, Inc. dba All-Purpose Windows and Doors
All-Purpose Windows and Doors	USA	2954811	October 2, 2003	United Subcontractors, Inc. dba All-Purpose Windows and Doors
All-Purpose Windows and Doors	USA	2982903	October 2, 2003	United Subcontractors, Inc. dba All-Purpose Windows and Doors
All-Purpose Windows and Doors	USA	2982902	October 2, 2003	United Subcontractors, Inc. dba All-Purpose Windows and Doors
All-Purpose Windows and Doors	USA	2982901	October 2, 2003	United Subcontractors, Inc. dba All-Purpose Windows and Doors

PLEDGE AND SECURITY AGREEMENT

dated as of June 30, 2009

among

UNITED SUBCONTRACTORS, INC.

EACH OF THE OTHER GRANTORS PARTY HERETO

and

WILMINGTON TRUST COMPANY

as the Collateral Agent

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This PLEDGE AND SECURITY AGREEMENT, dated as of June 30, 2009 (this "Agreement"), between EACH OF THE UNDERSIGNED, whether as an original signatory hereto or as an Additional Grantor (as herein defined) (each, a "Grantor"), and Wilmington Trust Company ("WTC"), in its capacity as collateral agent (together with its successors and assigns, the "Collateral Agent") on behalf of the Secured Parties (as defined in the Credit Agreement, as defined below).

RECITALS:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among UNITED SUBCONTRACTORS, INC., a Utah corporation, as the Borrower (the "Borrower"), USI SENIOR HOLDINGS, INC., a Delaware corporation, USI INTERMEDIATE HOLDINGS, INC., a Delaware corporation, SAN GABRIEL INSULATION, INC., a Utah corporation, CONSTRUCTION SERVICES & CONSULTANTS, INC., a Delaware corporation, and TABOR INSULATION, INC., a Utah corporation, as Guarantors, the Lenders party thereto from time to time, and WTC, as Administrative Agent (the "Administrative Agent") and Collateral Agent;

WHEREAS, in consideration of the extensions of credit and other accommodations of Lenders as set forth in the Credit Agreement, each Grantor has agreed to secure such Grantor's Obligations under the Loan Documents as set forth herein.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

ARTICLE I DEFINITIONS

SECTION 1.01 General Definitions.

In this Agreement, the following terms shall have the following meanings:

"Account Debtor" shall mean each Person who is obligated on a Receivable or any Supporting Obligation related thereto.

"Accounts" (i) shall mean all "accounts" as defined in Article 9 of the UCC and (ii) shall include, without limitation, Health-Care Insurance Receivables.

"Additional Grantors" shall have the meaning assigned in Section 5.02.

"Administrative Agent" shall have the meaning set forth in the recitals.

"Agreement" shall have the meaning set forth in the preamble.

"Assigned Agreements" shall mean all agreements and contracts to which such Grantor is a party as of the date hereof, or to which such Grantor becomes a party after the date hereof, including, without limitation, each Material Contract.

"Bankruptcy Code" means Title 11 of the United States Code entitled "Bankruptcy".

"Borrower" shall have the meaning set forth in the recitals.

"Cash Proceeds" shall have the meaning assigned in Section 7.07.

"Certificated Security" shall mean "certificated security" as defined in Article 8 of the UCC.

"Chattel Paper" (i) shall mean all "chattel paper" as defined in Article 9 of the UCC and (ii) shall include, without limitation, "electronic chattel paper" and "tangible chattel paper", as each term is defined in Article 9 of the UCC.

"Collateral" shall have the meaning assigned in Section 2.02(c).

"Collateral Account" shall mean any account established by the Collateral Agent for the purpose of serving as a collateral account under this Agreement.

"Collateral Agent" shall have the meaning set forth in the preamble.

"Collateral Records" shall mean 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 to any of the foregoing 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.

"Collateral Support" shall mean all real and personal property assigned, hypothecated or otherwise securing any Collateral and shall include any security agreement or other agreement granting a Lien or security interest in such real or personal property.

"Commercial Tort Claims" (i) shall mean all "commercial tort claims" as defined in Article 9 of the UCC and (ii) shall include, without limitation, all commercial tort claims listed on Schedule 4.13.

"Commodities Accounts" (i) shall mean all "commodity accounts" as defined in Article 9 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.04 under the heading "Commodities Accounts".

"Controlled Foreign Corporation" shall mean "controlled foreign corporation" as defined in the Tax Code.

"Copyright Licenses" shall mean any and all agreements providing for the granting of any right in or to Copyrights (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.12(B).

"Copyrights" shall mean all United States and foreign copyrights (including Community designs), including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 4.12(A), (ii) all extensions and renewals thereof, (iii) all rights corresponding thereto throughout the world, (iv) all rights to sue for past, present and future infringements thereof and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"Credit Agreement" shall have the meaning set forth in the recitals.

"Deposit Accounts" (i) shall mean all "deposit accounts" as defined in Article 9 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.04 under the heading "Deposit Accounts".

"Effective Endorsement" shall mean "effective endorsement" as defined in Article 8 of the UCC.

"Entitlement Orders" shall mean "entitlement orders" as defined in Article 8 of the UCC.

"Equipment" shall mean (i) all "equipment" as defined in Article 9 of the UCC, (ii) all machinery, manufacturing equipment, data processing equipment, computers, office equipment, furnishings, furniture, appli-

ances, fixtures and tools (in each case, regardless of whether characterized as equipment under the UCC) and (iii) all accessions or additions thereto, all parts thereof, whether or not at any time of determination incorporated or installed therein or attached thereto, and all replacements therefor, wherever located, now or hereafter existing, including any fixtures.

"Event of Default" means each of the conditions or events set forth in Section 8.01 of the Credit Agreement.

"Excluded Accounts" shall mean (i) Payroll Accounts, (ii) escrow accounts, and (iii) trust accounts, in each case entered into in the ordinary course of business and consistent with prudent business conduct, where the applicable Grantor holds the funds exclusively for the benefit of an unaffiliated third party.

"General Intangibles" (i) shall mean all "general intangibles" as defined in Article 9 of the UCC, including "payment intangibles" also as defined in Article 9 of the UCC and (ii) shall include, without limitation, all interest rate or currency protection or hedging arrangements, all tax refunds, all licenses, permits, concessions and authorizations, all Assigned Agreements and all Intellectual Property (in each case, regardless of whether characterized as general intangibles under the UCC).

"Goods" (i) shall mean all "goods" as defined in Article 9 of the UCC and (ii) shall include, without limitation, all Inventory and Equipment (in each case, regardless of whether characterized as goods under the UCC).

"Grantors" shall have the meaning set forth in the preamble.

"Health Care Insurance Receivable" shall mean all "health care insurance receivables" as defined in Article 9 of the UCC.

"Insurance" shall mean (i) all insurance policies covering any or all of the Collateral (regardless of whether Collateral Agent is the loss payee thereof) and (ii) any key man life insurance policies obtained by any Grantor (regardless of whether Collateral Agent is the loss payee thereof).

"Intellectual Property" shall mean, collectively, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets and the Trade Secret Licenses.

"Inventory" shall mean (i) all "inventory" as defined in Article 9 of the UCC and (ii) all Goods held for sale or lease or to be furnished under contracts of service or so leased or furnished, (iii) all raw materials, work in process, finished Goods, and materials used or consumed in the manufacture, packing, shipping, advertising, selling, leasing, furnishing or production of inventory or otherwise used or consumed in any Grantor's business, (iv) all Goods in which any Grantor has rights in mass or a joint or other interest or right of any kind, (v) all Goods which are returned to or repossessed by any Grantor, (vi) all computer programs embedded in any Goods and (vii) all accessions or products thereto and/or products of or with respect to any of the foregoing (in each case, regardless of whether characterized as inventory under the UCC).

"Investment Accounts" shall mean the Collateral Account, Securities Accounts, Commodities Accounts and Deposit Accounts.

"Investment Related Property" shall mean (i) all "investment property" (as such term is defined in Article 9 of the UCC) and (ii) all Pledged Equity Interests, Pledged Debt, the Investment Accounts and certificates of deposit (in each case, regardless of whether classified as investment property under the UCC).

"IP Security Agreement" shall mean each of the Trademark Security Agreement, the Copyright Security Agreement and the Patent Security Agreement.

"Lien" shall mean (i) any lien, mortgage, pledge, assignment, security interest, charge or encumbrance of any kind (including any agreement to give any of the foregoing, any conditional sale or other title reten-

tion agreement, and any lease in the nature thereof) and any option, trust or other preferential arrangement having the practical effect of any of the foregoing and (ii) in the case of Pledged Equity Interests, any purchase option, call or similar right of a third party with respect to such Pledged Equity Interests.

"Loan Documents" shall mean the Credit Agreement and the other Loan Documents.

"Material Contract" means any contract or other arrangement to which Holdings or any of its Subsidiaries is a party (other than the Loan Documents) for which breach, nonperformance, cancellation or failure to renew could reasonably be expected to have a Material Adverse Effect.

"Negotiable Document" shall mean a document of title which is negotiable under Section 7-104 of the UCC.

"Payment In Full" or **"Paid In Full"** means in relation to the Secured Obligations, payment in full in cash of all obligations (other than indemnification and reimbursement obligations in respect of which no claim for payment has been asserted by the Person entitled thereto but including all reimbursement liabilities to the extent then due and payable) of the Grantors owing to the Secured Parties.

"Patent Licenses" shall mean all agreements providing for the granting of any right in or to Patents (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.12(D).

"Patents" shall mean all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to (i) each patent and patent application referred to in Schedule 4.12(C), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom and (vi) all Proceeds of any of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"Payroll Account" shall mean any Deposit Account of a Grantor that is used by such Grantor solely as a payroll account for the employees of such Grantor; provided that, at no time, shall the aggregate amount contained in all such accounts of such Grantor exceed the total amount of payroll payable to such employees by such Grantor within the immediately succeeding 30 days.

"Permitted Liens" shall have the meaning set forth in the Credit Agreement.

"Pledge Supplement" shall mean any supplement to this Agreement in substantially the form of Exhibit A.

"Pledged Debt" shall mean all Indebtedness owed to such Grantor, including, without limitation, all Indebtedness described on Schedule 4.04(A) under the heading "Pledged Debt", issued by the obligors named therein, 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.

"Pledged Equity Interests" shall mean all Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests and Pledged Trust Interests.

"Pledged LLC Interests" shall mean all interests in any limited liability company including, without limitation, all limited liability company interests listed on Schedule 4.04(A) under the heading "Pledged LLC Interests" and the certificates, if any, representing such limited liability company interests and any interest of such Grantor on the books and records of such limited liability company or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments,

securities 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 limited liability company interests.

"Pledged Partnership Interests" shall mean all interests in any general partnership, limited partnership, limited liability partnership or other partnership including, without limitation, all partnership interests listed on Schedule 4.04(A) under the heading "Pledged Partnership Interests" and the certificates, if any, representing such partnership interests and any interest of such Grantor on the books and records of such partnership or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities 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 partnership interests.

"Pledged Stock" shall mean all shares of capital stock owned by such Grantor, including, without limitation, all shares of capital stock described on Schedule 4.04(A) under the heading "Pledged Stock", and the certificates, if any, representing such shares and any interest of such Grantor in the entries on the books of the issuer of such shares or on the books of any securities intermediary pertaining to such shares, and all dividends, distributions, cash, warrants, rights, options, instruments, securities 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 shares.

"Pledged Trust Interests" shall mean all interests in a Delaware business trust or other trust including, without limitation, all trust interests listed on Schedule 4.04(A) under the heading "Pledged Trust Interests" and the certificates, if any, representing such trust interests and any interest of such Grantor on the books and records of such trust or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities 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 trust interests.

"Proceeds" shall mean (i) all "proceeds" as defined in Article 9 of the UCC, (ii) all payments or distributions made with respect to any Investment Related Property and (iii) whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

"Receivables" shall mean all rights to payment, whether or not earned by performance, for Goods or other property sold, leased, licensed, assigned or otherwise disposed of, or services rendered or to be rendered, including, without limitation, all such rights constituting or evidenced by any Account, Chattel Paper, Instrument, General Intangible or Investment Related Property, together with all of each Grantor's rights, if any, in any Goods or other property giving rise to such right to payment and all Collateral Support and Supporting Obligations related thereto and all Receivables Records.

"Receivables Records" shall mean (i) all original copies of all documents, instruments or other writings or electronic records or other Records evidencing the Receivables, (ii) all books, correspondence, credit or other files, Records, ledger sheets or cards, invoices, and other papers relating to Receivables, including, without limitation, all tapes, cards, computer tapes, computer discs, computer runs, record keeping systems and other papers and documents relating to the Receivables, whether in the possession or under the control of such Grantor or any computer bureau or agent from time to time acting for such Grantor or otherwise, (iii) all evidence of the filing of financing statements and the registration of other instruments in connection therewith, and amendments, supplements or other modifications thereto, notices to other creditors or secured parties, and certificates, acknowledgments, or other writings, including, without limitation, lien search reports, from filing or other registration officers, (iv) all credit information, reports and memoranda relating thereto and (v) all other written or nonwritten forms of information related in any way to the foregoing or any Receivable.

"Secured Obligations" shall have the meaning assigned in Section 3.01.

"Securities Accounts" (i) shall mean all "securities accounts" as defined in Article 8 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.04(A) under the heading "Securities Accounts".

"Securities Entitlement" shall mean a "Security entitlement" as defined in Article 8 of the UCC.

"Security Interests" shall have the meaning assigned in Section 2.02.

"Tax Code" shall mean the United States Internal Revenue Code of 1986.

"Trade Secret Licenses" shall mean any and all agreements providing for the granting of any right in or to Trade Secrets (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.12(G).

"Trade Secrets" shall mean all trade secrets and all other confidential or proprietary information and know-how whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and (ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"Trademark Licenses" shall mean any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.12(F).

"Trademarks" shall mean all United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and General Intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to the registrations and applications referred to in Schedule 4.12(E), all extensions or renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of New York or, when the context implies, the Uniform Commercial Code as in effect from time to time in any other applicable jurisdiction.

"Uncertificated Security" shall mean "uncertificated security" as defined in Article 8 of the UCC.

"United States" shall mean the United States of America.

"WTC" shall have the meaning set forth in the preamble.

SECTION 1.02 Definitions; Interpretation.

All capitalized terms used herein (including the preamble and recitals hereto) and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement or, if not defined herein or in the Credit Agreement, in the UCC (regardless of whether such terms are capitalized in the UCC). References to "Sections," "Exhibits," "Schedules" and "Supplements" shall be to Sections, Exhibits, Schedules and Supplements, as the case may be, of or to this Agreement unless otherwise specifically provided and shall include any amendments, modifications, restatements or supplements thereto. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use herein of the word "include" or "including", when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with

reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. If any conflict or inconsistency exists between this Agreement and the Credit Agreement, the Credit Agreement shall govern. All references herein to provisions of the UCC, the Bankruptcy Code, the Tax Code or any other statute shall include all successor provisions under any subsequent version or amendment to any Article of the UCC or any section or provision of the Bankruptcy Code, Tax Code or any other such statute. Any references herein to any agreement or contract shall include any amendments, modifications, restatements or supplements thereto.

ARTICLE II

GRANT OF SECURITY

SECTION 2.01 Subordination.

Without further reference herein, to the extent any Grantor incurs any WC Obligations (i) the Security Interests granted herein shall be subordinated in accordance with, and to the extent set forth in, Article Nine of the Credit Agreement to the Liens granted to the WC Agent in favor of the WC Secured Parties under the WC Loan Documents and (ii) each of the provisions of this Agreement and the rights (other than with respect to indemnity pursuant to the Credit Agreement of the Collateral Agent and other Secured Parties up to an aggregate maximum amount of \$100,000) and obligations of the Collateral Agent set forth in this Agreement shall be subject to Article Nine of the Credit Agreement.

SECTION 2.02 Grant of Security.

(a) Each Grantor hereby grants to the Collateral Agent for its benefit and the benefit of the Secured Parties a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral.

(b) The Liens granted hereunder to secure the Obligations are referred to herein as the "Security Interests".

(c) "Collateral" shall mean all personal property of each Grantor including, but not limited to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located:

- 1) Accounts;
- 2) Chattel Paper;
- 3) Documents;
- 4) General Intangibles;
- 5) Goods;
- 6) Instruments;
- 7) Insurance;
- 8) Intellectual Property;
- 9) Investment Related Property;
- 10) Letter of Credit Rights;
- 11) Money;

- 12) Receivables and Receivable Records;
- 13) Commercial Tort Claims;
- 14) to the extent not otherwise included above, all Collateral Records, Collateral Support and Supporting Obligations relating to any of the foregoing; and
- 15) to the extent not otherwise included above, all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

SECTION 2.03 Certain Limited Exclusions.

Notwithstanding anything herein to the contrary, in no event shall the Security Interest granted under Section 2.02 attach to (a) any lease, license, Receivable, General Intangible, Investment Account, contract, property rights (including Intellectual Property) or agreement to which any Grantor 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 (i) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, Receivable, General Intangible, Investment Account, 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, the provisions of the Bankruptcy Code or any other applicable law 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, Receivable, General Intangible, Investment Account, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above, (b) any of the outstanding capital stock of a Controlled Foreign Corporation in excess of 66% of the voting power of all classes of capital stock of such Controlled Foreign Corporation entitled to vote; provided that immediately (and without the requirement of any further action on the part of the Collateral Agent or any other Secured Party) upon any amendment of the Tax Code to allow the pledge of a greater percentage of the voting power of capital stock in a Controlled Foreign Corporation without adverse tax consequences, the Collateral shall include, and the Security Interest granted by each Grantor shall attach to, such greater percentage of capital stock of each Controlled Foreign Corporation or (c) any Excluded Accounts.

ARTICLE III

SECURITY FOR OBLIGATIONS; GRANTORS REMAIN LIABLE

SECTION 3.01 Security for Obligations.

This Agreement secures, and the Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under section 362(a) of the Bankruptcy Code), of all Obligations with respect to every Grantor in the case of the Security Interest of the Collateral Agent (collectively, the "Secured Obligations").

SECTION 3.02 Continuing Liability Under Collateral.

Notwithstanding anything herein to the contrary, (i) each Grantor shall remain liable for all obligations under the Collateral and nothing contained herein is intended or shall be a delegation of duties to Collateral Agent or any other Secured Party, (ii) each Grantor shall remain liable under each of the contracts and agreements included in the Collateral, including, without limitation, any agreements relating to Pledged Partnership Interests or Pledged LLC Interests, to perform all of the obligations undertaken by it thereunder all in accordance with and pursuant to the terms and provisions thereof and neither of the Collateral Agent nor any other Secured Party shall have any obligation or liability under any of such agreements by reason of or arising out of this Agreement or any other document related thereto, nor shall the Collateral Agent nor any Secured Party have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to col-

lect or enforce any rights under any agreement included in the Collateral, including, without limitation, any agreements relating to Pledged Partnership Interests or Pledged LLC Interests and (iii) the exercise by the Collateral Agent of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral.

Without limiting the generality of the foregoing, the obligations of each Grantor hereunder shall not be released, discharged or otherwise affected or impaired by:

- (i) any extension, renewal, settlement, compromise, acceleration, waiver or release in respect of any Secured Obligation of any other Grantor under any Loan Document or any other agreement or instrument evidencing or securing any Obligation, by operation of law or otherwise;
- (ii) any change in the manner, place, time or terms of payment of any Obligation or any other amendment, supplement or modification to any Loan Document or any other agreement or instrument evidencing or securing any Obligation (unless related to the Secured Obligations);
- (iii) any release, non-perfection or invalidity of any direct or indirect security for any Lien, any sale, exchange, surrender, realization upon, offset against or other action in respect of any direct or indirect security for any Secured Obligation or any release of any Grantors in respect of any Lien;
- (iv) any change in the existence, structure or ownership of any Grantor, or any insolvency, bankruptcy, reorganization, arrangement, readjustment, composition, liquidation or other similar proceeding under any applicable law affecting any Grantor or its assets or any resulting disallowance, release or discharge of all or any portion of any Obligation;
- (v) ~~the existence of any claim, set-off or other right which any Grantor may have at any time against the Borrower, any other Grantor, any Agent, or any other Person, whether in connection herewith or any unrelated transaction; provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim;~~
- (vi) any invalidity or unenforceability relating to or against the Borrower or any other Grantor for any reason of any Loan Document or any other agreement or instrument evidencing or securing any Obligation or any provision of applicable law or regulation purporting to prohibit the payment by the Borrower or any other Grantor of any Obligation;
- (vii) any failure by any Secured Party: (A) to file or enforce a claim against any Grantor or its estate in an insolvency, bankruptcy or liquidation proceeding involving any Grantor; (B) to give notice of the existence, creation or incurrence by any Grantor of any new or additional indebtedness or obligation under or with respect to the Secured Obligations; (C) to commence any action against any Grantor; (D) to disclose to any Grantor any facts which such Grantor may now or hereafter know with regard to any Grantor; or (E) to proceed with due diligence in the collection, protection or realization upon any collateral securing the Secured Obligations;
- (viii) any direction as to application of payment by the Borrower, any other Grantor or any other person;
- (ix) any subordination by any Secured Party of the payment of any Secured Obligation to the payment of any other liability (whether matured or unmatured) of any Grantor to its creditors;
- (x) any act or failure to act by the Collateral Agent or any other Secured Party under this Agreement or otherwise which may deprive any Grantor of any right to subrogation, contribution or reimbursement against any other Grantor or any other Person or any right to recover full indemnity for any payments made by such Grantor in respect of the Secured Obligations, in each case prior to Payment in Full of the Secured Obligations; or

(xi) any other act or omission to act or delay of any kind by any Grantor, Secured Party or any other Person or any other circumstance whatsoever which might, but for the provisions of this clause, constitute a legal or equitable discharge of any Grantor's obligations hereunder, except that a Grantor may assert the defense of Payment in Full of the Secured Obligations.

This Agreement shall remain fully enforceable against each Grantor irrespective of any defenses that any other Grantor may have or assert in respect of the Secured Obligations, including, without limitation, failure of consideration, breach of warranty, payment, statute of frauds, statute of limitations, accord and satisfaction and usury, except that a Grantor may assert the defense of Payment in Full of the Secured Obligations.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES AND COVENANTS

SECTION 4.01 Generally.

(a) Representations and Warranties. Each Grantor hereby represents and warrants that:

(i) it owns the Collateral purported to be owned by it or otherwise has the rights it purports to have in each item of Collateral and, as to all Collateral whether now existing or hereafter acquired, will continue to own or have such rights in each item of the Collateral, in each case free and clear of any and all Liens, including, without limitation, Liens arising as a result of such Grantor becoming bound (as a result of merger or otherwise) as debtor under a security agreement entered into by another Person other than Permitted Liens;

(ii) it has indicated on Schedule 4.01(A) (a) ~~the type of organization of such Grantor~~, (b) the jurisdiction of organization of such Grantor, (c) its organizational identification number and (d) the jurisdiction where the chief executive office or its sole place of business is (or the principal residence if such Grantor is a natural person), and for the one-year period preceding the date hereof has been, located.

(iii) the full legal name of such Grantor is as set forth on Schedule 4.01(A) and it has not done in the last five (5) years, and does not do, business under any other legal name except for those names set forth on Schedule 4.01(B);

(iv) except as provided on Schedule 4.01(C), it has not changed its name, jurisdiction of organization, chief executive office or sole place of business (or principal residence if such Grantor is a natural person) or its corporate structure in any way (e.g., by merger, consolidation, change in corporate form or otherwise) within the past five (5) years;

(v) it has not within the last five (5) years become bound (whether as a result of merger or otherwise) as debtor under a security agreement entered into by another Person, which has not heretofore been terminated other than the agreements identified on Schedule 4.01(D) and agreements evidencing Permitted Liens;

(vi) with respect to each agreement identified on Schedule 4.01(D), it has indicated on Schedule 4.01(A) and Schedule 4.01(B) the information required pursuant to Section 4.01(a)(ii), (iii) and (iv) with respect to the Grantor under each such agreement;

(vii) the security interests granted to the Collateral Agent hereunder constitute valid and perfected first priority Liens (subject in the case of priority only to (A) Permitted Liens and (B) the rights of the United States government (including any agency or department thereof) with respect to United States government Receivables upon (a) the filing of all UCC financing statements naming each Grantor as "debtor" and the Collateral Agent as "secured party", describing the Collateral in the filing offices set forth opposite such Grantor's name on Schedule 4.01(E) hereof, (b) delivery to the Collateral Agent by each Grantor of all Instruments, Chattel Paper and certificated Pledged Equity Interests and Pledged Debt,

(c) sufficient identification of Commercial Tort Claims and the filing of one or more UCC financing statements in respect thereof, (d) execution of a control agreement establishing the Collateral Agent's "control" or taking such other steps as shall be necessary or sufficient to establish the Collateral Agent's "control" (in each case, within the meaning of Section 9-806, 9-106 or 9-104 of the UCC, as applicable) with respect to any Investment Account (other than any Excluded Account), (e) consent of the issuer with respect to Letter of Credit Rights to the assignment of the Letter of Credit Rights to the Collateral Agent, (f) recordation of the security interests granted hereunder in Patents, Trademarks and Copyrights in the applicable intellectual property registries, including but not limited to the United States Patent and Trademark Office and the United States Copyright Office, (g) compliance with any certificate of title statutes with respect to any Collateral subject thereto, (h) the Collateral Agent taking possession of any Money, (i) the Collateral Agent obtaining assignments of insurance policies with respect to any insurance policies contained in the Collateral, (j) compliance with the Assignment of Claims Act (and corresponding applicable state statutes) with respect to United States government or state Receivables and (k) complying with the provisions of Sections 4.02(b)(iv) and (v) to the extent applicable (and ignoring, solely for purposes hereof, the dollar thresholds contained therein);

(viii) all actions and consents, including all filings, notices, registrations and recordings necessary or desirable for the exercise by the Collateral Agent of the voting or other rights provided for in this Agreement or the exercise of remedies in respect of the Collateral have been made or obtained;

(ix) other than the financing statements filed in favor of the Collateral Agent, no effective UCC financing statement, fixture filing or other instrument similar in effect under any applicable law covering all or any part of the Collateral is on file in any filing or recording office except for (a) financing statements for which proper termination statements have been delivered to the Collateral Agent for filing and (b) financing statements filed in connection with Permitted Liens;

(x) no authorization, approval or other action by, and no notice to or filing with, any Governmental Authority is required for either (a) the pledge or grant by any Grantor of the Liens purported to be created in favor of the Collateral Agent hereunder or (b) the exercise by the Collateral Agent of any rights or remedies in respect of any Collateral (whether specifically granted or created hereunder or created or provided for by applicable law), except (i) for the filings and other actions contemplated by clause (vii) above and (ii) as may be required, in connection with the disposition of any Investment Related Property, by laws generally affecting the offering and sale of Securities;

(xi) none of the Collateral constitutes, or is the Proceeds of, Farm Products;

(xii) it does not own any As Extracted Collateral or any timber to be cut;

(xiii) except as described on Schedule 4.01(D), such Grantor has not become bound as a debtor, either by contract or by operation of law, by a security agreement previously entered into by another Person (except to the extent such security agreement creates or governs a Permitted Lien); and

(xiv) such Grantor has been duly organized as an entity of the type as set forth opposite such Grantor's name on Schedule 4.01(A) solely under the laws of the jurisdiction as set forth opposite such Grantor's name on Schedule 4.01(A) and remains duly existing as such. Such Grantor has not filed any certificates of domestication, transfer or continuance in any other jurisdiction.

(b) Covenants and Agreements. Unless prohibited under the Credit Agreement, each Grantor hereby covenants and agrees that subject to Article Nine of the Credit Agreement:

(i) except for the security interest created by this Agreement, it shall not create or suffer to exist any Lien upon or with respect to any of the Collateral, except Permitted Liens, and such Grantor shall defend the Collateral against all Persons (other than any Secured Party) at any time claiming any interest therein (other than a Permitted Lien);

(ii) it shall not produce, use or permit any Collateral to be used unlawfully in any material respect or in violation of any provision of this Agreement or in violation in any material respect of any applicable statute, regulation or ordinance or any policy of insurance covering the Collateral;

(iii) it shall not change such Grantor's name, identity, corporate structure (e.g., by merger, consolidation, change in corporate form or otherwise), sole place of business (or principal residence if such Grantor is a natural person), chief executive office, type of organization or jurisdiction of organization unless it shall have (a) notified the Collateral Agent in writing, by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A, together with all Supplements to Schedules thereto, at least thirty (30) days prior to any such change or establishment, identifying such new proposed name, identity, corporate structure, sole place of business (or principal residence if such Grantor is a natural person), chief executive office or jurisdiction of organization and providing such other information in connection therewith as the Collateral Agent may reasonably request and (b) taken all actions necessary or advisable, or as directed by the Collateral Agent, as a result of the foregoing changes, to maintain the continuous validity, perfection and the same or better priority of the Collateral Agent's Security Interest in the Collateral intended to be granted and agreed to hereby;

(iv) [Reserved];

(v) [Reserved];

(vi) immediately upon such Grantor or any officer of such Grantor obtaining knowledge thereof, it shall promptly notify the Collateral Agent in writing of any event, including, without limitation, the levy of any legal process against the Collateral or any material portion thereof, that could reasonably be expected to have a material adverse effect on the value of the Collateral or any material portion thereof, the ability of any Grantor or the Collateral Agent to dispose of the Collateral or any material portion thereof, or the rights and remedies of the Collateral Agent in relation thereto; and

(vii) it shall not take or permit any action (other than any action taken by, or at the direction of, the Collateral Agent) which could reasonably be expected to impair the Collateral Agent's rights in the Collateral.

SECTION 4.02 Equipment and Inventory.

(a) Representations and Warranties. Each Grantor represents and warrants that:

(i) all of the Equipment and Inventory included in the Collateral is only at the locations specified in Schedule 4.02;

(ii) except for exceptions to the following that could not reasonably be expected to have a Material Adverse Effect, any Goods now or hereafter produced by any Grantor included in the Collateral have been and will be produced in compliance with the requirements of the Fair Labor Standards Act and all other applicable law; and

(iii) none of the Inventory or Equipment individually or in the aggregate with a fair market value in excess of \$500,000 is in the possession of an issuer of a Negotiable Document therefor or otherwise in the possession of a bailee or a warehouseman.

(b) Covenants and Agreements. Each Grantor covenants and agrees that subject to Article Nine of the Credit Agreement:

(i) it shall keep the Equipment, Inventory and any Documents evidencing any Equipment and Inventory in the locations specified on Schedule 4.02 unless it shall have (a) notified the Collateral Agent in writing, by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A, together with all Supplements to Schedules thereto, prior to any change

in locations, identifying such new locations and providing such other information in connection therewith as the Collateral Agent may reasonably request and (b) taken all actions necessary or advisable, or as directed by the Collateral Agent, to maintain the continuous validity, perfection and the same or better priority of the Collateral Agent's security interest in the Collateral intended to be granted and agreed to hereby, or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder, with respect to such Equipment and Inventory; provided, however, that the foregoing shall not apply with respect to any Equipment or Inventory which, in the ordinary course of business, has been removed from any of the locations specified on Schedule 4.02 and transported to another location for purposes of repair or servicing or similar activity;

(ii) it shall keep materially correct and accurate records of the Inventory, itemizing and describing the kind, type and quantity of Inventory, such Grantor's cost therefor and (where applicable) the current list prices for the Inventory, in each case, as is customarily maintained under similar circumstances by Persons of established reputation engaged in a similar business, and in any event in conformity with GAAP;

(iii) it shall not deliver any Document evidencing any Equipment or Inventory individually or in the aggregate with a fair market value in excess of \$500,000 to any Person other than the issuer of such Document to claim the Goods evidenced therefor or the Collateral Agent;

(iv) if any Equipment or Inventory individually or in the aggregate with a fair market value in excess of \$500,000 is in possession or control of any third party, each Grantor shall join with the Collateral Agent in notifying the third party of the Collateral Agent's security interest and obtaining an acknowledgment from the third party that it is holding the Equipment and Inventory for the benefit of the Collateral Agent; provided, however, that the foregoing shall not apply with respect to any Equipment or Inventory which, in the normal course of business, is in the possession or control of a third party for purposes of repair or servicing or similar activity; and

(v) with respect to any item of Equipment which is covered by a certificate of title under a statute of any jurisdiction under the law of which indication of a security interest on such certificate is required as a condition of perfection thereof, upon the request of the Collateral Agent, it shall (A) provide information with respect to any such Equipment in excess of \$250,000 individually or \$500,000 in the aggregate (excluding Equipment which is located in a foreign jurisdiction), (B) execute and file with the registrar of motor vehicles or other appropriate authority in such jurisdiction an application or other document requesting the notation or other indication of the security interest created hereunder on such certificate of title and (C) deliver to the Collateral Agent copies of all such applications or other documents filed during such calendar quarter and copies of all such certificates of title issued during such calendar quarter indicating the security interest created hereunder in the items of Equipment covered thereby.

SECTION 4.03 Receivables.

(a) Representations and Warranties. Each Grantor represents and warrants that, subject to Article Nine of the Credit Agreement:

(i) to the knowledge to such Grantor, except for Receivables with a value or in an amount individually or in the aggregate not to exceed \$500,000 each Receivable constituting Collateral (a) is the legal, valid and binding obligation of the Account Debtor in respect thereof, representing an unsatisfied obligation of such Account Debtor, (b) is enforceable against such Account Debtor in accordance with its terms, (c) is not and will not be subject to any setoffs, defenses, taxes, counterclaims (except with respect to consignments, refunds, returns and allowances in the ordinary course of business with respect to damaged merchandise) and (d) except for exceptions to the following that could not reasonably be expected to have a Material Adverse Effect, is and will be in compliance with all applicable laws, whether federal, state, local or foreign;

(ii) none of the Account Debtors in respect of any Receivable in excess of \$250,000 individually or \$500,000 in the aggregate is the government of the United States, any agency or instrumentality

thereof or any foreign sovereign. Subject to Section 2.03, no Receivable in excess of \$250,000 individually or \$500,000 in the aggregate requires the consent of the Account Debtor in respect thereof in connection with the pledge hereunder, except any consent which has been obtained;

(iii) no Receivable constituting Collateral is evidenced by, or constitutes, an Instrument or Chattel Paper which has not been delivered to, or otherwise subjected to the control of, the Collateral Agent to the extent required by, and in accordance with Section 4.03(c); and

(iv) each Grantor has delivered to the Collateral Agent a complete and correct copy of each standard form of document under which a Receivable may arise.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that:

(i) it shall keep and maintain at its own cost and expense materially complete records of the Receivables, in form reasonably satisfactory to the Collateral Agent, including, but not limited to, the originals of all documentation with respect to all Receivables and records of all payments received and all credits granted on the Receivables, all merchandise returned and all other dealings therewith;

(ii) it shall not amend, modify, terminate or waive any provision of any Receivable constituting Collateral in any manner which could reasonably be expected to have a material adverse effect on the value of the Collateral, taken as a whole. Other than in the ordinary course of business as generally conducted by it on and prior to the date hereof, and except as otherwise provided in subsection (iv) below, following the occurrence and during the continuation of an Event of Default, such Grantor shall not, without the prior written approval of the Collateral Agent, (a) grant any extension or renewal of the time of payment of any Receivable, (b) compromise or settle any dispute, claim or legal proceeding with respect to any Receivable for less than the total unpaid balance thereof, (c) release, wholly or partially, any Person liable for the payment thereof or (d) allow any credit or discount thereon;

(iii) except as otherwise provided in this subsection, each Grantor shall continue to collect all amounts due or to become due to such Grantor under any Receivable or any Supporting Obligation and diligently exercise each material right it may have under any Receivable, any Supporting Obligation or Collateral Support, in each case, at its own expense, and in connection with such collections and exercise, such Grantor shall take such action as such Grantor or, following the occurrence and during the continuation of an Event of Default, the Collateral Agent may deem necessary or advisable. Notwithstanding the foregoing, the Collateral Agent shall have the right at any time, following the occurrence and during the continuation of an Event of Default, to notify, or require any Grantor to notify, any Account Debtor of the Collateral Agent's security interest in the Receivables and any Supporting Obligation and, in addition, at any time following the occurrence and during the continuation of an Event of Default, the Collateral Agent shall have the right to (a) direct the Account Debtors under any Receivables to make payment of all amounts due or to become due to such Grantor thereunder directly to the Collateral Agent, (b) notify, or require any Grantor to notify, each Person maintaining a lockbox or similar arrangement to which Account Debtors under any Receivables have been directed to make payment to remit all amounts representing collections on checks and other payment items from time to time sent to or deposited in such lockbox or other arrangement directly to the Collateral Agent and (c) enforce, at the expense of such Grantor, collection of any such Receivables and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. If the Collateral Agent notifies any Grantor that it has elected to collect the Receivables in accordance with the preceding sentence, any payments of Receivables received by such Grantor shall be forthwith (and in any event within two (2) Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Collateral Agent if required, in the Collateral Account maintained under the sole dominion and control of the Collateral Agent, and until so turned over, all amounts and proceeds (including checks and other instruments) received by such Grantor in respect of the Receivables, any Supporting Obligation or Collateral Support shall be received in trust for the benefit of the Collateral Agent hereunder and such Grantor shall not adjust, settle or compromise the amount or payment of any Receivable, or release wholly or partly any Account Debtor or obligor thereof, or allow any credit or discount thereon; and

(iv) it shall use its commercially reasonable efforts (or, following the occurrence and during the continuation of an Event of Default if directed by the Collateral Agent, its commercially reasonable best efforts) to keep in full force and effect any Supporting Obligation or Collateral Support relating to any Receivable.

(c) Delivery and Control of Receivables. Subject to Article Nine of the Credit Agreement, with respect to any Receivables constituting Collateral in excess of \$100,000 individually or \$250,000 in the aggregate that is evidenced by, or constitutes, Chattel Paper or Instruments, each Grantor shall cause each originally executed copy thereof to be delivered to the Collateral Agent (or its agent or designee) appropriately indorsed to the Collateral Agent or indorsed in blank (i) with respect to any such Receivables in existence on the date hereof, on or prior to the date hereof and (ii) with respect to any such Receivables hereafter arising, within ten (10) days of such Grantor acquiring rights therein. Subject to Article Nine of the Credit Agreement, with respect to any Receivables constituting Collateral in excess of \$500,000 individually or \$1,000,000 in the aggregate which would constitute Electronic Chattel Paper, each Grantor shall take all steps necessary to give the Collateral Agent control over such Receivables with respect to (i) any such Receivables in existence on the date hereof, on or prior to the date hereof and (ii) with respect to any such Receivables hereafter arising, within ten (10) days of such Grantor acquiring rights therein. Subject to Article Nine of the Credit Agreement, any Receivable constituting Collateral not otherwise required to be delivered or subjected to the control of the Collateral Agent in accordance with this subsection (c) shall be delivered or subjected to such control upon request of the Collateral Agent.

SECTION 4.04 Investment Related Property Generally.

(a) Covenants and Agreements. Each Grantor hereby covenants and agrees that, subject to Article Nine of the Credit Agreement:

(i) ~~in the event it acquires rights in any Investment Related Property constituting Collateral after the date hereof, it shall deliver to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A, together with all Supplements to Schedules thereto, reflecting such new Investment Related Property. Notwithstanding the foregoing, it is understood and agreed that the Security Interest of the Collateral Agent shall attach to all Investment Related Property constituting Collateral immediately upon any Grantor's acquisition of rights therein and shall not be affected by the failure of any Grantor to deliver a supplement to Schedule 4.04 as required hereby;~~

(ii) except as provided in the next sentence, in the event such Grantor receives any dividends, interest or distributions on any Investment Related Property constituting Collateral, or any securities or other property upon the merger, consolidation, liquidation or dissolution of any issuer of any Investment Related Property constituting Collateral, then (a) such dividends, interest or distributions and securities or other property shall be included in the definition of Collateral without further action and (b) such Grantor shall immediately take all steps, if any, necessary or advisable, or as directed by the Collateral Agent, to ensure the validity, perfection, priority and, if applicable, control of the Collateral Agent over such Investment Related Property (including, without limitation, delivery thereof to the Collateral Agent), and pending any such action such Grantor shall be deemed to hold such dividends, interest, distributions, securities or other property in trust for the benefit of the Collateral Agent. Notwithstanding the foregoing, so long as no Event of Default shall have occurred and be continuing and except as prohibited by the terms and conditions of the Credit Agreement, the Collateral Agent authorizes each Grantor to retain all ordinary cash dividends and distributions paid in the normal course of the business of the issuer and all scheduled payments of interest; and

(iii) each Grantor consents to the grant by each other Grantor to the Collateral Agent of a Security Interest in all Investment Related Property constituting Collateral.

SECTION 4.05 Delivery and Control.

Subject to Article Nine of the Credit Agreement, each Grantor agrees that, with respect to any Investment Related Property constituting Collateral in which it currently has rights, it shall comply with the provisions of this Section 4.05 on or before the Closing Date and with respect to any Investment Related Property constituting

Collateral hereafter acquired by such Grantor it shall comply with the provisions of this Section 4.05 within ten (10) days of acquiring rights therein, in each case in form and substance satisfactory to the Collateral Agent. With respect to any Investment Related Property constituting Collateral that is represented by a certificate or that is an Instrument (other than any Investment Related Property credited to a Securities Account) it shall cause such certificate or instrument to be delivered to the Collateral Agent or, indorsed in blank by an Effective Endorsement, regardless of whether such certificate constitutes a Certificated Security. With respect to any Investment Related Property constituting Collateral that is an Uncertificated Security (other than any Uncertificated Securities credited to a Securities Account), it shall cause the issuer of such Uncertificated Security to either (i) register the Collateral Agent as the registered owner thereof on the books and records of the issuer or (ii) execute an agreement substantially in the form of Exhibit B (or such other form as shall be reasonably acceptable to the Collateral Agent), pursuant to which such issuer agrees to comply with the Collateral Agent's instructions with respect to such Uncertificated Security without further consent by such Grantor.

SECTION 4.06 Voting and Distributions.

So long as no Event of Default shall have occurred and be continuing:

(i) except as otherwise provided under the covenants and agreements relating to Investment Related Property in this Agreement or elsewhere herein, each Grantor shall be entitled to exercise or refrain from exercising any and all voting and other consensual rights pertaining to the Investment Related Property or any part thereof for any purpose not in violation of the terms of this Agreement or the Credit Agreement; it being understood, however, that neither the voting by such Grantor of any Pledged Stock for, or such Grantor's consent to, the election of directors (or similar governing body) at a regularly scheduled annual or other meeting of stockholders or with respect to incidental matters at any such meeting, nor such Grantor's consent to or approval of any action otherwise permitted under this Agreement and the Credit Agreement, shall be deemed in violation of the terms of this Agreement or the Credit Agreement within the meaning of this Section 4.06(i); and

(ii) the Collateral Agent shall promptly execute and deliver (or cause to be executed and delivered) to each Grantor all proxies, and other instruments as such Grantor may from time to time reasonably request for the purpose of enabling such Grantor to exercise the voting and other consensual rights when and to the extent which it is entitled to exercise pursuant to clause (i) above; and

(iii) upon the occurrence and during the continuation of an Event of Default upon written notice from the Collateral Agent to the Grantors and the issuer of the Investment Related Property:

(A) all rights of each Grantor to exercise or refrain from exercising the voting and other consensual rights which it would otherwise be entitled to exercise pursuant hereto shall cease and all such rights shall thereupon become automatically vested in the Collateral Agent who shall thereupon have the sole right to exercise such voting and other consensual rights; and

(B) in order to permit the Collateral Agent to exercise the voting and other consensual rights which it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions which it may be entitled to receive hereunder (1) each Grantor shall promptly execute and deliver (or cause to be executed and delivered) to the Collateral Agent or, all proxies, dividend payment orders and other instruments as the Collateral Agent may from time to time reasonably request and (2) each Grantor acknowledges that the Collateral Agent may utilize the power of attorney set forth in Section 6.01.

SECTION 4.07 Pledged Equity Interests.

(a) Representations and Warranties. Each Grantor hereby represents and warrants that:

(i) Schedule 4.04(A) sets forth under the headings "Pledged Stock," "Pledged LLC Interests," "Pledged Partnership Interests" and "Pledged Trust Interests," respectively, all of the Pledged Stock,

Pledged LLC Interests, Pledged Partnership Interests and Pledged Trust Interests owned by any Grantor and such Pledged Equity Interests constitute the percentage of issued and outstanding shares of stock, percentage of membership interests, percentage of partnership interests or percentage of beneficial interest of the respective issuers thereof indicated on such Schedule;

(ii) it is the record and beneficial owner of the Pledged Equity Interests free of all Liens of other Persons other than Permitted Liens and there are no outstanding warrants, options or other rights to purchase, or shareholder, voting trust or similar agreements outstanding with respect to, or property that is convertible into, or that requires the issuance or sale of, any Pledged Equity Interests;

(iii) all of the Pledged Equity Interests are duly and validly authorized and issued, and in the case of Pledged Stock only, fully paid and non-assessable;

(iv) without limiting the generality of Section 4.01(a)(v), no consent of any Person, including that of any general or limited partner, member of a limited liability company, shareholder or any trust beneficiary, is necessary or desirable in connection with the creation, perfection or first priority status (in case of priority subject to Permitted Liens) of the Security Interest of the Collateral Agent in any Pledged Equity Interests constituting Collateral or the exercise by the Collateral Agent of the voting or other rights provided for in this Agreement or the exercise of remedies in respect thereof; and

(v) none of the Pledged LLC Interests nor Pledged Partnership Interests are or represent interests in issuers that (a) are registered as investment companies, (b) are dealt in or traded on securities exchanges or markets or (c), to the knowledge of the Grantors have opted to be treated as securities under the uniform commercial code of any jurisdiction.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that:

(i) without the prior written consent of the Collateral Agent, it shall not vote to enable or take any other action to (a) amend or terminate any partnership agreement, limited liability company agreement, certificate of incorporation, by-laws or other organizational documents in any way that materially adversely changes the rights of such Grantor with respect to any Investment Related Property constituting Collateral or adversely affects the validity, perfection or priority of the Collateral Agent's Security Interests therein, (b) permit any issuer of any Pledged Equity Interest constituting Collateral to issue any additional stock, partnership interests, limited liability company interests or other equity interests of any nature or to issue securities convertible into or granting the right of purchase or exchange for any stock or other equity interest of any nature of such issuer, (c) other than as permitted under the Credit Agreement, permit any issuer of any Pledged Equity Interest to dispose of all or a material portion of its assets, or (d) waive any default under or breach of any terms of any organizational document relating to the issuer of any Pledged Equity Interest or the terms of any Pledged Debt; provided, however, notwithstanding the foregoing, if any issuer of any Pledged Partnership Interests or Pledged LLC Interests takes any such action in violation of the foregoing in this clause (e), such Grantor shall promptly notify the Collateral Agent in writing of any such election or action and, in such event, shall comply with Section 4.05;

(ii) it shall comply with all of its obligations under any partnership agreement or limited liability company agreement relating to Pledged Partnership Interests constituting Collateral or Pledged LLC Interests constituting Collateral and shall enforce all of its rights with respect to any Investment Related Property constituting Collateral;

(iii) without the prior written consent of the Collateral Agent, it shall not permit any issuer of any Pledged Equity Interest that is a Subsidiary of any Grantor to merge or consolidate unless (i) such issuer creates a security interest that is perfected by a filed financing statement (that is not effective solely under Section 9-508 of the UCC) in collateral in which such new debtor has or acquires rights and (ii) to the extent the same would constitute Collateral hereunder, all the outstanding capital stock or other equity interests of the surviving or resulting corporation, limited liability company, partnership or other entity is, upon such merger or consolidation, pledged hereunder and no cash, securities or other property is distributed in respect of the outstanding equity interests of any other constituent Grantor; provided that if the sur-

viving or resulting Grantor upon any such merger or consolidation involving an issuer is a Controlled Foreign Corporation, then such Grantor shall only be required to pledge equity interests in accordance with Section 2.03;

(iv) each Grantor consents to the grant by each other Grantor of a Security Interest in all Investment Related Property constituting Collateral to the Collateral Agent and, without limiting the foregoing, subject to Section 2.03, consents to the transfer of any Pledged Partnership Interest and any Pledged LLC Interest to the Collateral Agent or its nominee following the occurrence and during the continuation of an Event of Default and, to the extent permitted under the Organizational Documents of such partnership or limited liability company, to the substitution of the Collateral Agent or its nominee as a partner in any partnership or as a member in any limited liability company with all the rights and powers related thereto; and

(v) it shall notify the Collateral Agent of any default of which it is aware under any Pledged Debt that has caused, either in any case or in the aggregate, a Material Adverse Effect.

SECTION 4.08 Pledged Debt.

(a) Representations and Warranties. Each Grantor hereby represents and warrants that Schedule 4.04 sets forth under the heading "Pledged Debt" all of the Pledged Debt owned by any Grantor and, except for exceptions to the following that could not reasonably be expected to have a material adverse effect on the value of the Collateral, taken as a whole, to the knowledge of the Grantors, (i) all of such Pledged Debt has been duly authorized, authenticated or issued, and delivered, (ii) is the legal, valid and binding obligation of the issuers thereof, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to limiting creditors' rights generally or by equitable principles relating to enforceability, and is not in default and (iii) constitutes all of the issued and outstanding inter-company Indebtedness;

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that it shall notify the Collateral Agent upon obtaining knowledge thereof, of any default under any Pledged Debt that has caused, either in any individual case or in the aggregate, a Material Adverse Effect.

SECTION 4.09 Investment Accounts.

(a) Representations and Warranties. Each Grantor hereby represents and warrants that:

(i) Schedule 4.04 sets forth under the headings "Securities Accounts" and "Commodities Accounts," respectively, all of the Securities Accounts and Commodities Accounts in which each Grantor has rights. Each Grantor is the sole entitlement holder of each such Securities Account and Commodity Account, and such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Collateral Agent pursuant thereto) having "control" (within the meanings of Sections 8-106 and 9-106 of the UCC) over, or any other interest in, any such Securities Account or Commodity Account or securities or other property credited thereto;

(ii) Schedule 4.04 sets forth under the headings "Deposit Accounts" all of the Deposit Accounts in which each Grantor has rights. Each Grantor is the sole account holder of each such Deposit Account and such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Collateral Agent pursuant thereto) having either sole dominion and control (within the meaning of common law) or "control" (within the meaning of Section 9-104 of the UCC) over any such Deposit Account or any money or other property deposited therein; and

(iii) each Grantor has taken all actions necessary or desirable, including those specified in Section 4.09(c), to: (a) establish the Collateral Agent's "control" (within the meanings of Sections 8-106 and 9-106 of the UCC) over any portion of the Investment Related Property constituting Certificated Securities, Uncertificated Securities, Securities Accounts, Securities Entitlements or Commodities Accounts, in each case to the extent constituting Collateral; (b) subject to Sections 5.15 of the Credit Agreement, estab-

lish the Collateral Agent's "control" (within the meaning of Section 9-104 of the UCC) over all Deposit Accounts; and (c) deliver all Instruments to the Collateral Agent.

(b) Covenant and Agreement. Each Grantor hereby covenants and agrees with the Collateral Agent and each other Secured Party that it shall not close or terminate any Investment Account (other than an Excluded Account) without the prior written consent of the Collateral Agent and unless a successor or replacement account has been established with the prior written consent of the Collateral Agent with respect to which successor or replacement or amended account control agreement has been entered into by the appropriate Grantor, the Collateral Agent and securities intermediary or depository institution at which such successor or replacement account is to be maintained in accordance with the provisions of Section 4.09(c).

(c) Delivery and Control. With respect to any Investment Related Property constituting Collateral consisting of Securities Accounts or Securities Entitlements, it shall cause the securities intermediary maintaining such Securities Account or Securities Entitlement to enter into an agreement substantially in the form of Exhibit C (or such other form as shall be reasonably acceptable to the Collateral Agent) pursuant to which it shall agree to comply with the Collateral Agent's Entitlement Orders without further consent by such Grantor. With respect to any Investment Related Property constituting Collateral that is a "Deposit Account," subject to Section 5.15 of the Credit Agreement, it shall cause the depository institution maintaining such account to enter into an agreement substantially in the form of Exhibit D, pursuant to which the Collateral Agent shall have "control" (within the meaning of Section 9-104 of the UCC) over such Deposit Account. Subject to Section 5.15 of the Credit Agreement, each Grantor shall have entered into such control agreement or agreements with respect to (i) any Securities Accounts, Securities Entitlements or Deposit Accounts that exist on the Closing Date (other than Excluded Accounts), as of or prior to the Closing Date and (ii) any Securities Accounts, Securities Entitlements or Deposit Accounts (other than Excluded Accounts) that are created or acquired after the Closing Date, as of or prior to the deposit or transfer of any such Securities Entitlements or funds, whether constituting moneys or investments, into such Securities Accounts or Deposit Accounts.

Upon the occurrence and during the continuation of an Event of Default, the Collateral Agent shall have the right, without notice to any Grantor, to transfer all or any portion of the Investment Related Property to its name or the name of its nominee or agent. In addition, subject to Article Nine of the Credit Agreement, the Collateral Agent shall have the right at any time, without notice to any Grantor, to exchange any certificates or instruments representing any Investment Related Property constituting Collateral for certificates or instruments of smaller or larger denominations.

SECTION 4.10 [Reserved].

SECTION 4.11 Letter of Credit Rights.

(a) Representations and Warranties. Each Grantor hereby represents and warrants Date that:

(i) all material letters of credit to which such Grantor has rights is listed on Schedule 4.11;
and

(ii) it has obtained the consent of each issuer of any material letter of credit to the assignment of the proceeds of the letter of credit to the Collateral Agent.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that with respect to any material letter of credit hereafter arising it shall obtain the consent of the issuer thereof to the assignment of the proceeds of the letter of credit to the Collateral Agent and, shall deliver to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A, together with all Supplements to Schedules thereto.

SECTION 4.12 Intellectual Property.

(a) Representations and Warranties. Except as disclosed in Schedule 4.12, each Grantor hereby represents and warrants that:

(i) Schedule 4.12 sets forth a true and complete list of (i) all United States, state and foreign registrations of and applications for Patents, Trademarks, and Copyrights owned by each Grantor and (ii) all Patent Licenses, Trademark Licenses and Copyright Licenses material to the business of the Grantors, taken as a whole;

(ii) it is the sole and exclusive owner of the entire right, title, and interest in and to all Intellectual Property listed on Schedule 4.12, and owns or has the valid right to use all other Intellectual Property used in or necessary to conduct its business, free and clear of all Liens and licenses, except for Permitted Liens and the licenses set forth on Schedule 4.12(B), (D), (F) and (G) (as each may be amended or supplemented from time to time);

(iii) to the best of each Grantor's knowledge, all Intellectual Property material to the business of the Grantors, taken as a whole, is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and each Grantor has performed all acts and has paid all renewal, maintenance, and other fees and taxes required to maintain each and every registration and application of Copyrights, Patents and Trademarks material to the business of the Grantors, taken as a whole, in full force and effect;

(iv) to the best of each Grantor's knowledge, all Intellectual Property material to the business of the Grantors, taken as a whole, is valid and enforceable; no holding, decision, or judgment has been rendered in any action or proceeding before any court or administrative authority challenging the validity of, the right of the Grantors, taken as a whole, to register, or the right of the Grantors, taken as a whole, to own or use, any such Intellectual Property and no such action or proceeding is pending or, to the best of the knowledge of the Grantors, taken as a whole, threatened;

(v) all registrations and applications for Copyrights, Patents and Trademarks material to the business of the Grantors, taken as a whole, are standing in the name of each Grantor and none of the Trademarks, Patents, Copyrights or Trade Secrets has been licensed by any Grantor to any affiliate or third party, except as disclosed in Schedule 4.12(B), (D), (F) or (G) (as each may be amended or supplemented from time to time);

(vi) each Grantor has been using appropriate statutory notice of registration in connection with its use of registered Trademarks material to the business of the Grantors, taken as a whole;

(vii) each Grantor uses adequate standards of quality in the manufacture, distribution, and sale of all products sold and in the provision of all services rendered under or in connection with all Trademark Collateral material to the business of the Grantors, taken as a whole, and has taken all commercially reasonable action necessary to insure that all licensees of such Trademark Collateral owned by the Grantors, taken as a whole, use such adequate standards of quality;

(viii) except for exceptions to the following that could not reasonably be expected to have a Material Adverse Effect, (i) to the extent applicable, to the knowledge of each Grantor, the conduct of such Grantors' business does not infringe upon or otherwise violate any trademark, patent, copyright, trade secret or other intellectual property right owned or controlled by a third party and (ii) no written claim has been made that the use of any Intellectual Property owned or used by any Grantor (or any of such Grantor's respective licensees) violates the asserted rights of any third party;

(ix) to the best of each Grantor's knowledge, no third party is infringing upon or otherwise violating any rights in any Intellectual Property owned or used by the Grantors, taken as a whole, or any of its respective licensees;

(x) no settlement or consents, covenants not to sue, nonassertion assurances, or releases have been entered into by the Grantors, taken as a whole, or to which the Grantors, taken as a whole, are bound that adversely affect the rights of the Grantors, taken as a whole, to own or use any Intellectual Property material to the business of the Grantors, taken as a whole; and

(xi) each Grantor has not made a previous assignment, sale, transfer or agreement constituting a present or future assignment, sale or transfer of any Intellectual Property material to the business of the Grantors, taken as a whole, that has not been terminated or released. There is no effective financing statement or other document or instrument now executed, or on file or recorded in any public office, granting a security interest in or otherwise encumbering any part of the Intellectual Property, other than a Permitted Lien or a document or instrument evidencing a Permitted Lien.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees as follows:

(i) it shall not do any act or omit to do any act whereby any of the Intellectual Property which is material to the business of the Grantors taken as a whole, may lapse, or become abandoned, dedicated to the public, or unenforceable, or which would adversely affect the validity, grant, or enforceability of the security interest granted therein;

(ii) it shall not, with respect to any Trademarks which are material to the business of the Grantors, taken as a whole, cease the use of any of such Trademarks or fail to maintain the level of the quality of products sold and services rendered under any of such Trademark at a level at least substantially consistent with the quality of such products and services as of the date hereof, and each Grantor shall take all commercially reasonable steps to insure that licensees of such Trademarks use such consistent standards of quality;

(iii) it shall promptly notify the Collateral Agent if it knows or has reason to know that any item of the Intellectual Property that is material to the business of the Grantors, taken as a whole, may become (a) abandoned or dedicated to the public or placed in the public domain, (b) invalid or unenforceable or (c) subject to any adverse determination or development (including the institution of proceedings) in any action or proceeding in the United States Patent and Trademark Office, the United States Copyright Office, any state registry, any foreign counterpart of the foregoing, or any court;

(iv) it shall take all commercially reasonable steps necessary to preserve the rights and interests of the Grantors in the United States Patent and Trademark Office, the United States Copyright Office, any state registry or any foreign counterpart of the foregoing, to pursue any application and maintain any registration of each Trademark, Patent, and Copyright owned by any Grantor and material to the business of the Grantors, taken as a whole, which is now or shall become included in the Intellectual Property constituting Collateral including, but not limited to, those items on Schedule 4.12(A), (C) and (E) (as each may be amended or supplemented from time to time);

(v) in the event that any Intellectual Property owned by or exclusively licensed to any Grantor, and in either event that is material to the business of the Grantors, taken as a whole, is infringed, misappropriated, or diluted by a third party, the Grantors, taken as a whole, shall promptly take all commercially reasonable actions to stop such infringement, misappropriation, or dilution and protect its rights in such Intellectual Property including, but not limited to, the initiation of a suit for injunctive relief and to recover damages;

(vi) it shall promptly (but in no event more than thirty (30) days after any Grantor obtains knowledge thereof) report to the Collateral Agent (a) the filing of any application to register any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office, or any state registry or foreign counterpart of the foregoing (whether such application is filed by the Grantors, taken as a whole, or through any agent, employee, licensee, or designee thereof) and (b) the registration of any Intellectual Property by any such office, in each case by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A, together with all Supplements to Schedules thereto;

(vii) it shall, execute and deliver to the Collateral Agent any document required to acknowledge, confirm, register, record, or perfect Collateral Agent's interest in any part of the Intellectual Property constituting Collateral, whether now owned hereafter acquired (including, but not limited to, each IP Security Agreement), in the form of Exhibits E, E, & G, respectively;

(viii) except with the prior written consent of the Collateral Agent or as permitted under the Credit Agreement, each Grantor shall not execute any financing statement or other document or instruments against any Intellectual Property of the Grantors, taken as a whole, constituting Collateral and material to the business of the Grantors, taken as a whole, except financing statements or other documents or instruments filed or to be filed in favor of the Collateral Agent and in respect of Permitted Liens and, except to the extent not prohibited by the Credit Agreement, Grantor shall not sell, assign, transfer, license, grant any option, or create or suffer to exist any Lien (other than a Permitted Lien) upon or with respect to the Intellectual Property;

(ix) it shall use commercially reasonable efforts not to permit the inclusion in any contract to which it becomes a party of any provision that would in any way materially impair or prevent the creation of a security interest in, or the assignment of, the rights and interests of the Grantors, taken as a whole, in any property included within the definitions of any Intellectual Property acquired under such contracts;

(x) it shall take all commercially reasonable steps to protect the secrecy of all Trade Secrets, including, without limitation, entering into confidentiality agreements with employees and labeling and restricting access to secret information and documents; and

(xi) it shall continue to collect, at its own expense, all amounts due or to become due to the Grantors, taken as a whole, in respect of the Intellectual Property constituting Collateral or any portion thereof. In connection with such collections, each Grantor may take (and, at Collateral Agent's reasonable direction, shall take) such action as the Grantors, taken as a whole, (or Collateral Agent) may deem reasonably necessary or advisable to enforce collection of such amounts. Notwithstanding the foregoing, following the occurrence and during the continuation of an Event of Default, the Collateral Agent shall have the right at any time, to notify, or require any Grantor to notify, any obligors with respect to any such amounts of the existence of the security interest created hereby.

SECTION 4.13 Commercial Tort Claims.

(a) Representations and Warranties. Each Grantor hereby represents and warrants that Schedule 4.13 sets forth as of the date hereof all Commercial Tort Claims of each Grantor in excess of \$250,000 individually or \$500,000 in the aggregate; and

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that with respect to any Commercial Tort Claim of such Grantor in excess of \$250,000 individually or \$500,000 in the aggregate hereafter arising it shall deliver to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A, together with all Supplements to Schedules thereto, identifying such new Commercial Tort Claims.

ARTICLE V

ACCESS; RIGHT OF INSPECTION AND FURTHER ASSURANCES; ADDITIONAL GRANTORS

SECTION 5.01 Further Assurances.

(a) Each Grantor agrees that from time to time, at the expense of such Grantor, that it shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Collateral Agent may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted hereby or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, each Grantor shall:

(i) file such financing or continuation statements, or amendments thereto, and execute and deliver such other agreements, instruments, endorsements, powers of attorney or notices, as may be neces-

sary or desirable, or as the Collateral Agent may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby;

(ii) to the extent provided in this Agreement, take all actions necessary to ensure the recordation of appropriate evidence of the liens and security interest granted hereunder in the Intellectual Property with any intellectual property registry in which said Intellectual Property is registered or in which an application for registration is pending including, without limitation, the United States Patent and Trademark Office, the United States Copyright Office, the various Secretaries of State, and the foreign counterparts on any of the foregoing;

(iii) following the occurrence and during the continuation of an Event of Default, at any reasonable time, upon request by the Collateral Agent, assemble the Collateral and allow inspection of the Collateral by the Collateral Agent, or persons designated by the Collateral Agent; and

(iv) at the Collateral Agent's request, appear in and defend any action or proceeding that may affect such Grantor's title to or the Collateral Agent's security interest in all or any part of the Collateral.

(b) Each Grantor hereby authorizes the Collateral Agent to file a Record or Records, including, without limitation, financing or continuation statements, and amendments thereto, in any jurisdictions and with any filing offices as the Collateral Agent may determine, in its sole discretion, are necessary or advisable to perfect the Security Interest granted to the Collateral Agent herein. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as the Collateral Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the Security Interest in the Collateral granted to the Collateral Agent herein, including, without limitation, describing such property as "all assets" or "all personal property, whether now owned or hereafter acquired." Each Grantor shall furnish to the Collateral Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Collateral Agent may reasonably request, all in reasonable detail.

(c) Each Grantor hereby authorizes the Collateral Agent to modify Schedule 4.12 after obtaining such Grantor's approval of or signature to such modification to include reference to any right, title or interest in any existing Intellectual Property or any Intellectual Property acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property in which any Grantor no longer has any rights.

SECTION 5.02 Additional Grantors.

From time to time subsequent to the date hereof, additional Persons may become parties hereto as additional Grantors (each, an "Additional Grantor"), by executing a Counterpart Agreement. Upon delivery of any such counterpart agreement to the Collateral Agent, notice of which is hereby waived by Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its Secured Obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder, nor by any election of the Collateral Agent not to cause any Subsidiary of Borrower to become an Additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

ARTICLE VI

COLLATERAL AGENT APPOINTED ATTORNEY-IN-FACT

SECTION 6.01 Power of Attorney.

To the maximum extent permitted by applicable law, each Grantor hereby irrevocably appoints the Collateral Agent (such appointment being coupled with an interest) as such Grantor's attorney-in-fact, with full au-

thority in the place and stead of such Grantor and in the name of such Grantor, the Collateral Agent or otherwise, from time to time in the Collateral Agent's discretion to, subject to Article Nine of the Credit Agreement, take any action set forth below and to execute any instrument that the Collateral Agent may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, the following:

(a) upon the occurrence and during the continuance of any Event of Default, to obtain and adjust Insurance required to be maintained by such Grantor or paid to the Collateral Agent pursuant to the Credit Agreement;

(b) upon the occurrence and during the continuance of any Event of Default, to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(c) upon the occurrence and during the continuance of any Event of Default, to receive, endorse and collect any drafts or other instruments, documents and Chattel Paper in connection with clause (b) above;

(d) upon the occurrence and during the continuance of any Event of Default, to file any claims or take any action or institute any proceedings that the Collateral Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Collateral Agent with respect to any of the Collateral;

(e) to prepare and file any UCC financing statements in respect of such Grantor's Collateral against such Grantor as debtor;

(f) to prepare, sign, and file for recordation in any intellectual property registry, appropriate evidence of the Lien and security interest granted herein in the Intellectual Property in the name of such Grantor as debtor;

(g) upon the occurrence and during the continuation of an Event of Default, to take or cause to be taken all actions necessary to perform or comply or cause performance or compliance with the terms of this Agreement, including, without limitation, access to pay or discharge taxes or Liens (other than Permitted Liens) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Collateral Agent in its sole discretion, any such payments made by the Collateral Agent to become Secured Obligations of such Grantor to the Collateral Agent, due and payable in accordance with the time limits set forth in the Loan Documents (or, if no such time-limits are set forth with respect to the applicable action, upon demand); and

(h) upon the occurrence and during the continuation of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and to do, at the Collateral Agent's option and such Grantor's expense, at any time or from time to time, all acts and things that the Collateral Agent deems reasonably necessary to protect, preserve or realize upon the Collateral and the Collateral Agent's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

SECTION 6.02 No Duty on the Part of Collateral Agent or Secured Parties.

The powers conferred on the Collateral Agent hereunder are solely to protect the interests of the Secured Parties in the Collateral and shall not impose any duty upon the Collateral Agent or any Secured Party to exercise any such powers. The Collateral Agent and the Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents, including attorneys, shall be responsible to any Grantor or any other Person for any act or failure to act hereunder or in connection with any of the Loan Documents, except for their own gross negligence or willful misconduct, as determined by a court of competent jurisdiction by final and nonappealable judgment.

ARTICLE VII

REMEDIES

SECTION 7.01 Generally.

(a) Subject to Article Nine of the Credit Agreement, if any Event of Default shall have occurred and be continuing, the Collateral Agent may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it at law or in equity, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Collateral) to collect, enforce or satisfy any Secured Obligations then owing, whether by acceleration or otherwise, and also may pursue any of the following separately, successively or simultaneously:

(i) require any Grantor to, and each Grantor hereby agrees that it shall at its expense and promptly upon request of the Collateral Agent forthwith, assemble all or part of the Collateral as directed by the Collateral Agent and make it available to the Collateral Agent at places to be designated by the Collateral Agent;

(ii) enter onto the property where any Collateral is located and take possession thereof with or without judicial process;

(iii) prior to the disposition of the Collateral, store, process, repair or recondition the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent the Collateral Agent deems appropriate; and

(iv) ~~without notice except as specified below or under the UCC, sell, assign, lease, license (on an exclusive or nonexclusive basis) or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, at each time or times and at such price or prices and upon such other terms as the Collateral Agent may deem commercially reasonable under the circumstances.~~

(b) The Collateral Agent or any Secured Party may be the purchaser of any or all of the Collateral at any public or private sale in accordance with the UCC and the Collateral Agent, as collateral agent for and representative of the applicable Secured Parties, shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale made in accordance with the UCC, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Collateral payable by the Collateral Agent at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable and lawful notification. The Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Collateral Agent 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. Each Grantor agrees that it would not be commercially unreasonable for the Collateral Agent to dispose of the Collateral or any portion thereof by using Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets. Each Grantor hereby waives, to the maximum extent permitted by law, any claims against the Collateral Agent arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Collateral Agent accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Grantors shall be liable for the deficiency and the fees of any attorneys employed by the Collateral Agent to collect such deficiency. Each Grantor further agrees that a breach of any of the covenants contained in this Section will cause irreparable injury to the Collateral Agent, that the Collateral Agent has no adequate remedy at law in respect of such breach and, as a consequence,

that to the maximum extent permitted by law, each and every covenant contained in this Section shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred and is continuing or that there has been Payment in Full of the Secured Obligations. Nothing in this Section shall in any way alter the rights of the Collateral Agent hereunder.

(c) To the maximum extent permitted by applicable law, the Collateral Agent may sell the Collateral "as is" and "where is" and without giving any warranties as to the Collateral. The Collateral Agent may specifically disclaim or modify any warranties of title or the like. To the maximum extent permitted by law, this procedure will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

(d) The Collateral Agent shall have no obligation to marshal any of the Collateral.

SECTION 7.02 Application of Proceeds; Payment Over.

Except as expressly provided elsewhere in this Agreement, subject to Article Nine of the Credit Agreement, all proceeds received in respect of any sale, any collection from, or other realization upon all or any part of the Collateral shall be applied in full or in part by the Collateral Agent against, the Secured Obligations in the following order of priority: first, to the payment of all costs and expenses of such sale, collection or other realization, including reasonable compensation to the Collateral Agent and its agents and counsel, and all other expenses, liabilities and advances made or incurred by the Collateral Agent in connection therewith, and all amounts for which the Collateral Agent is entitled to indemnification hereunder (in its capacity as the Collateral Agent and not as a Lender) and all advances made by the Collateral Agent hereunder for the account of the applicable Grantor, and to the payment of all costs and expenses paid or incurred by the Collateral Agent in connection with the exercise of any right or remedy hereunder or under the Credit Agreement, all in accordance with the terms hereof or thereof; second, to the extent of any excess of such proceeds, to the payment of all other Obligations then due and payable the ratable benefit of the Secured Parties; and third, to the extent of any excess of such proceeds, to the payment to or upon the order of such Grantor or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

SECTION 7.03 Sales on Credit.

If the Collateral Agent sells any of the Collateral upon credit, the applicable Grantor will be credited only with payments actually made by purchaser and received by the Collateral Agent and applied to indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral in accordance with the terms of such credit sale, the Collateral Agent may resell the Collateral and the applicable Grantor shall be credited with proceeds of the sale.

SECTION 7.04 Deposit Accounts.

If any Event of Default shall have occurred and be continuing, the Collateral Agent may apply the balance from any Deposit Account in respect of which the Collateral Agent has "control" (within the meaning of Article 9 of the UCC) or instruct the bank at which any Deposit Account in respect of which the Collateral Agent has "control" (within the meaning of Article 9 of the UCC) is maintained to pay the balance of any Deposit Account to or for the benefit of the Collateral Agent.

SECTION 7.05 Investment Related Property.

Each Grantor recognizes that, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws, the Collateral Agent may be compelled, with respect to any sale of all or any part of the Investment Related Property conducted without prior registration or qualification of such Investment Related Property under the Securities Act and/or such state securities laws, to limit purchasers to those who will agree, among other things, to acquire the Investment Related Property for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges that any such private sale may be at prices and on terms less favorable than those obtainable through a public sale without such restrictions (including a public

offering made pursuant to a registration statement under the Securities Act) and, notwithstanding such circumstances, each Grantor agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Collateral Agent shall have any obligation to engage in public sales and no obligation to delay the sale of any Investment Related Property for the period of time necessary to permit the issuer thereof to register it for a form of public sale requiring registration under the Securities Act or under applicable state securities laws, even if such issuer would, or should, agree to so register it. If the Collateral Agent determines to exercise its right hereunder to sell any or all of the Investment Related Property, upon written request, each Grantor shall and to the extent Controlled by any Grantor, shall cause each issuer of any Pledged Equity Interests to be sold hereunder from time to time to furnish to the Collateral Agent all such information as the Collateral Agent may request in order to determine the number and nature of interest, shares or other instruments included in the Investment Related Property which may be sold by the Collateral Agent in exempt transactions under the Securities Act and the rules and regulations of the Securities and Exchange Commission thereunder, as the same are from time to time in effect.

SECTION 7.06 Intellectual Property.

(a) Anything contained herein to the contrary notwithstanding, subject to Article Nine of the Credit Agreement, upon the occurrence and during the continuation of an Event of Default:

(i) The Collateral Agent shall have the right (but not the obligation) to bring suit or otherwise commence any action or proceeding in the name of any Grantor, the Collateral Agent or otherwise, in the Collateral Agent's sole discretion, to enforce any of such Grantor's rights in any Intellectual Property constituting Collateral to the extent necessary to satisfy the Secured Obligations, in which event such Grantor shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all documents required by the Collateral Agent in aid of such enforcement and such Grantor shall promptly, upon demand, reimburse and indemnify the Collateral Agent as provided in Article IX hereof in connection with the exercise of its rights under this Section, and, to the extent that the Collateral Agent shall elect not to bring suit to enforce any Intellectual Property as provided in this Section, each Grantor agrees to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement or other violation of any of such Grantor's rights in the Intellectual Property by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing as shall be necessary to prevent such infringement or violation;

(ii) upon written demand from the Collateral Agent, each Grantor shall grant, assign, convey or otherwise transfer to the Collateral Agent an absolute assignment of all of such Grantor's right, title and interest in and to the Intellectual Property constituting Collateral and shall execute and deliver to the Collateral Agent such documents as are necessary or appropriate to carry out the intent and purposes of this Agreement, except as would result in the abandonment, invalidation, or unenforceability of such right, title, or interest;

(iii) each Grantor agrees that such a grant, conveyance, transfer, assignment and/or recording shall be applied to reduce the Secured Obligations outstanding in accordance with Section 7.02 only to the extent that the Collateral Agent (or any Secured Party) receives Cash Proceeds (or proceeds that are subsequently reduced to cash) in respect of the sale of, or other realization upon, the Intellectual Property;

(iv) upon written demand from the Collateral Agent, each Grantor shall make available to the Collateral Agent, to the extent within such Grantor's power and authority, such personnel in such Grantor's employ on the date of such Event of Default (to the extent then in such Grantor's employ) as the Collateral Agent may reasonably designate, by name, title or job responsibility, to permit the Collateral Agent to continue, directly or indirectly, to produce, advertise and sell the products and services sold or delivered by such Grantor under or in connection with the Trademarks, Trademark Licenses, such persons to be available to perform their functions on the Collateral Agent's behalf and to be compensated by the Collateral Agent at such Grantor's expense on a per diem, pro-rata basis consistent with the salary and benefit structure applicable to each as of the date of such Event of Default; and

(v) The Collateral Agent shall have the right to notify, or require each Grantor to notify, any obligors with respect to amounts due or to become due to such Grantor in respect of the Intellectual Prop-

erty constituting Collateral, of the existence of the Security Interest created herein, to direct such obligors to make payment of all such amounts directly to the Collateral Agent, and, upon such notification and at the expense of such Grantor, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done;

(1) all amounts and proceeds (including checks and other instruments) received by Grantor in respect of amounts due to such Grantor in respect of the Collateral or any portion thereof shall be received in trust for the benefit of the Collateral Agent hereunder and shall be forthwith paid over or delivered to the Collateral Agent in the same form as so received (with any necessary endorsement) to be held as cash Collateral and applied as provided by Section 7.07; and

(2) Grantor shall not adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obligor with respect thereto or allow any credit or discount thereon.

(b) If (i) an Event of Default shall have occurred and, by reason of cure, waiver, modification, amendment or otherwise, no longer be continuing, (ii) no other Event of Default shall have occurred and be continuing, (iii) an assignment or other transfer to the Collateral Agent of any rights, title and interests in and to the Intellectual Property shall have been previously made and shall have become absolute and effective and (iv) the Secured Obligations shall not have become immediately due and payable, upon the written request of any Grantor, the Collateral Agent shall promptly execute and deliver to such Grantor, at such Grantor's sole cost and expense, such assignments or other transfer as may be necessary to reassign to such Grantor any such rights, title and interests as may have been assigned to the Collateral Agent as aforesaid, subject to any disposition thereof that may have been made by the Collateral Agent; provided, after giving effect to such reassignment, the Collateral Agent's Security Interest granted pursuant hereto, as well as all other rights and remedies of the Collateral Agent granted hereunder, shall continue to be in full force and effect; and provided further, the rights, title and interests so reassigned shall be free and clear of any other Liens granted by or on behalf of the Collateral Agent and the Secured Parties.

(c) Solely for the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article VII and at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent, to the extent it has the right to do so, effective upon the occurrence and during the continuation of an Event of Default, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to such Grantor), subject, in the case of Trademarks, to sufficient rights to quality control and inspection in favor of such Grantor to avoid the risk of invalidation of said Trademarks, to use, operate under, license, or sublicense any Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located.

SECTION 7.07 Cash Proceeds.

In addition to the rights of the Collateral Agent specified in Section 4.03 with respect to payments of Receivables, any cash, checks and other near-cash items in each case to the extent constituting Collateral (collectively, "Cash Proceeds") received by the Collateral Agent (whether from a Grantor or otherwise) (i) if no Event of Default shall have occurred and be continuing, shall be held by the Collateral Agent for the ratable benefit of the Secured Parties, as collateral security for the Secured Obligations (whether matured or unmatured) in accordance with the provisions hereunder and Section 5.13 of the Credit Agreement and (ii) if an Event of Default shall have occurred and be continuing, may, in the sole discretion of the Collateral Agent, (a) be held by the Collateral Agent for the ratable benefit of the Secured Parties, as collateral security for the Secured Obligations (whether matured or unmatured) and/or (b) then or at any time thereafter may be applied by the Collateral Agent against the Secured Obligations then due and owing in accordance with this Agreement and the Credit Agreement.

ARTICLE VIII

COLLATERAL AGENT

The Collateral Agent has been appointed to act as Collateral Agent under the Credit Agreement by the Lenders and, by their acceptance of the benefits hereof, the other Secured Parties. The Collateral Agent shall be

obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of Collateral), solely in accordance with this Agreement and the Credit Agreement. In furtherance of the foregoing provisions of this Section, each Secured Party, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Collateral hereunder, it being understood and agreed by such Secured Party that all rights and remedies hereunder may be exercised solely by the respective Collateral Agent for the benefit of respective Secured Parties in accordance with the terms of this Section. Collateral Agent may resign at any time by giving thirty (30) days' prior written notice thereof to Lenders, and the Grantors, and Collateral Agent may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Grantors and Collateral Agent signed by the Requisite Lenders. Upon any such notice of resignation or any such removal of the Collateral Agent, the Requisite Lenders shall have the right upon five (5) Business Days' notice to the Collateral Agent, following receipt of the Grantors' consent (which shall not be unreasonably withheld or delayed and which shall not be required while an Event of Default exists), to appoint a successor Collateral Agent. Upon the acceptance of any appointment as Administrative Agent under the terms of the Credit Agreement by a successor Administrative Agent, that successor Administrative Agent shall thereby also be deemed the successor Collateral Agent. The successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Collateral Agent under this Agreement, and the retiring or removed Collateral Agent under this Agreement shall promptly at Grantors' expense (i) transfer to such successor Collateral Agent all sums, Securities and other items of Collateral held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Collateral Agent under this Agreement and (ii) execute and deliver to such successor Collateral Agent such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Collateral Agent of the Security Interests created hereunder, whereupon such retiring or removed Collateral Agent shall be discharged from its duties and obligations under this Agreement; provided that, notwithstanding anything to the contrary in this Section, if Collateral Agent shall notify the Borrower and the Lenders that no qualifying Person has accepted appointment as a successor Collateral Agent, then such Collateral Agent's resignation hereunder shall nonetheless become effective immediately in accordance with such notice and (1) the retiring Collateral Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by such retiring Collateral Agent on behalf of the Secured Parties under any of the Loan Documents, such retiring Collateral Agent shall at Grantor's expense continue to hold such collateral security until such time as a successor Collateral Agent is appointed and during such time, Collateral Agent shall continue to receive the benefit of all indemnification provisions applicable to a Collateral Agent as set forth in the Loan Documents) and (2) all payments, communications and determinations provided to be made by, to or through Collateral Agent shall instead be made by or to each Lender directly, until such time as the Requisite Lenders (with the consent of the Grantors, to the extent required under this Article VIII) appoint a successor Collateral Agent as provided for above in this Section. After any retiring or removed Collateral Agent's resignation or removal hereunder as the Collateral Agent, the provisions of this Agreement and the other Loan Documents shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was the Collateral Agent hereunder. The fees payable by the Grantors to a successor Collateral Agent shall be the same as those payable to its predecessors unless otherwise agreed between the Borrower and such successor.

ARTICLE IX

CONTINUING SECURITY INTEREST; TRANSFER OF TERM LOANS

This Agreement shall create a continuing security interest in the Collateral and shall remain in full force and effect until the Payment in Full of all Secured Obligations be binding upon each Grantor, its successors and assigns, and inure, together with the rights and remedies of the Collateral Agent hereunder, to the benefit of the Collateral Agent and its respective successors, transferees and assigns. Without limiting the generality of the foregoing, but subject to the terms of the Credit Agreement, any Lender may assign or otherwise transfer any Term Loans held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Lenders herein or otherwise. Upon the Payment in Full of all Secured Obligations, the Security Interest granted hereby shall terminate hereunder and of record and all rights to the Collateral shall revert to Grantors. Upon any such termination the Collateral Agent shall, at Grantors' expense, execute and deliver to Grantors such documents as Grantors shall reasonably request to evidence such termination.

ARTICLE X

STANDARD OF CARE; COLLATERAL AGENT MAY PERFORM

The powers conferred on the Collateral Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially similar to that which the Collateral Agent accords its own property. Neither the Collateral Agent nor any of its directors, officers, employees or agents, including attorneys, shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise. If any Grantor fails to perform any agreement contained herein, the Collateral Agent may itself perform, or cause performance of, such agreement, and the expenses of the Collateral Agent incurred in connection therewith shall be payable by each Grantor to the extent provided under Section 11.02 of the Credit Agreement.

ARTICLE XI

MISCELLANEOUS

Any notice required or permitted to be given under this Agreement shall be given in accordance with Section 11.01 of the Credit Agreement. No failure or delay on the part of the Collateral Agent in the exercise of any power, right or privilege hereunder or under any other Loan Document shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement and the other Loan Documents are cumulative to, and not exclusive of, any rights or remedies otherwise available. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. All covenants hereunder shall be given independent effect so that if a particular action or condition is expressly prohibited by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists. This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and Grantors and their respective successors and assigns. No Grantor shall, without the prior written consent of the Collateral Agent, assign any right, duty or obligation hereunder. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective when it shall have been executed by the Collateral Agent and when the Collateral Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

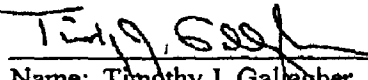
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

In the event of a conflict between this Agreement and the Credit Agreement with respect to the duties, rights and obligations of Administrative Agent, Collateral Agent or any Secured Party, the Credit Agreement shall govern and control.

Article Nine and Sections 11.15, 11.17 and 11.22 of the Credit Agreement are incorporated herein, *mutatis mutandis*, as if a part hereof.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Pledge and Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

UNITED SUBCONTRACTORS, INC.
USI SENIOR HOLDINGS, INC.
USI INTERMEDIATE HOLDINGS, INC.
SAN GABRIEL INSULATION, INC.
CONSTRUCTION SERVICES & CONSULTANTS, INC.
TABOR INSULATION, INC.

By: 
Name: Timothy J. Gallagher
Title: Chief Financial Officer

[Signature Page to Pledge and Security Agreement]

TRADEMARK
REEL: 004046 FRAME: 0214

WILMINGTON TRUST COMPANY,
as the Collateral Agent

By:



Name: James A. Hanley
Title: Vice President

[Signature Page to Pledge and Security Agreement]

TRADEMARK
REEL: 004046 FRAME: 0215

SCHEDULE 4.01
TO PLEDGE AND SECURITY AGREEMENT

GENERAL INFORMATION

(A) Full Legal Name, Type of Organization, Jurisdiction of Organization, Chief Executive Office/Sole Place of Business (or Residence if Grantor is a Natural Person) and Organizational Identification Number of each Grantor:

<u>Full Legal Name</u>	<u>Type of Organization</u>	<u>Jurisdiction of Organization</u>	<u>Chief Executive Office/Sole Place of Business (or Residence if Grantor is a Natural Person)</u>	<u>Organization I.D.#</u>
Construction Services & Consultants, Inc	Corporation	Delaware	Grandview Square, Suite 220 5201 Eden Avenue Edina, Minnesota 55436	3952662
United Subcontractors, Inc.	Corporation	Utah	Grandview Square, Suite 220 5201 Eden Avenue Edina, Minnesota 55436	1381478-0142
San Gabriel Insulation, Inc.	Corporation	Utah	Grandview Square, Suite 220 5201 Eden Avenue Edina, Minnesota 55436	48617969-0142
Tabor Insulation, Inc.	Corporation	Utah	Grandview Square, Suite 220 5201 Eden Avenue Edina, Minnesota 55436	851094-0142
USI Intermediate Holdings, Inc.	Corporation	Delaware	Grandview Square, Suite 220 5201 Eden Avenue Edina, Minnesota 55436	3843440
USI Senior Holdings, Inc.	Corporation	Delaware	Grandview Square, Suite 220 5201 Eden Avenue Edina, Minnesota 55436	3843441

(B) Other Names (including any Trade-Name or Fictitious Business Name) under which each Grantor has Conducted Business for the past five (5) years:

<u>Name of Grantor</u>	<u>Trade Name or Fictitious Business Name</u>
United Subcontractors, Inc.	United Investment Group, LLC
Construction Services & Consultants, Inc.	CSCI, Inc.
Constructions Services & Consultants, Inc.	G&L Shell, Inc.
United Subcontractors, Inc.	Allied Insulating Co

United Subcontractors, Inc.	Bob's Insulation & Supply
United Subcontractors, Inc.	Burham Insulation & Shelving
United Subcontractors, Inc.	Cape Southern Insulation and Acoustics
United Subcontractors, Inc.	Carroll Insulation Company
United Subcontractors, Inc.	Comfort Systems
United Subcontractors, Inc.	Countryside Stoves & Fireplaces
United Subcontractors, Inc.	Eagle Rock Supply
United Subcontractors, Inc.	Environmental Insulation & Fireplaces
United Subcontractors, Inc.	Fairview Majestic
United Subcontractors, Inc.	G-5 Insulation
United Subcontractors, Inc.	G&G Insulations
United Subcontractors, Inc.	Gatewood Glass
United Subcontractors, Inc.	Great Little Closet Company
United Subcontractors, Inc.	Gregory Wood Products
United Subcontractors, Inc.	Herblan Insulation Company
United Subcontractors, Inc.	High Country Insulation
United Subcontractors, Inc.	Insulation Contractors Supply
United Subcontractors, Inc.	Insulation Distributors
United Subcontractors, Inc.	Insulation Enterprises
United Subcontractors, Inc.	Insulation Resources
United Subcontractors, Inc.	Insulation Services, Inc.
United Subcontractors, Inc.	Interwest Insulation
United Subcontractors, Inc.	J.B. Insulation
United Subcontractors, Inc.	J.B. Fireplaces
United Subcontractors, Inc.	Mesa Insulation Company

United Subcontractors, Inc.	Mesa Insulation Specialist
United Subcontractors, Inc.	Metropolitan Insulation Supply Company
United Subcontractors, Inc.	Metro Skyline insulation Co.
United Subcontractors, Inc.	Mid Valley Interior Systems
United Subcontractors, Inc.	NCR/Westcoast Insulation Active
United Subcontractors, Inc.	New Comfort Control of New Mexico
United Subcontractors, Inc.	PAC Insulation & Shelving
United Subcontractors, Inc.	Peak Insulation
United Subcontractors, Inc.	Powers Thermal Insulation
United Subcontractors, Inc.	Precision Insulation
United Subcontractors, Inc.	Preston Insulation
United Subcontractors, Inc.	Pro Insulation
United Subcontractors, Inc.	R. C. Insulation
United Subcontractors, Inc.	RIM Country Insulation
United Subcontractors, Inc.	Skyline Insulation
United Subcontractors, Inc.	Standard Residential Insulating
United Subcontractors, Inc.	Stance insulation Services
United Subcontractors, Inc.	Star Insulation
United Subcontractors, Inc.	Superior Insulation Company
United Subcontractors, Inc.	The Great Little Closet Co.
United Subcontractors, Inc.	The Insulation Co. & Supply Services
United Subcontractors, Inc.	Thermal Seal Insulators
United Subcontractors, Inc.	UBack Insulation
United Subcontractors, Inc.	United Fire Containment
United Subcontractors, Inc.	United Shelving Acquisition Corporation

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United Subcontractors of Florida
United Subcontractors
US Insulation
US Insulation Northland
USI Investment Group, LLC (Utah LLC)
Vander Veur Insulation
Weather Seal Contracting
West Coast Insulation of South Florida
Courtesy Glass
Professional Insulators of South Florida
Professional Insulators of Orlando
Professional Insulators of the Treasure Coast

United Subcontractors, Inc.	Professional Insulators
United Subcontractors, Inc.	Hutchins Insulations
United Subcontractors, Inc.	Reflections Mirror & Glass
United Subcontractors, Inc.	National Star
United Subcontractors, Inc.	Chase Insulation
United Subcontractors, Inc.	Champion Insulation
United Subcontractors, Inc.	Champion Insulation & Drywall
United Subcontractors, Inc.	First Choice Supply
United Subcontractors, Inc.	Hastings Garage Doors
United Subcontractors, Inc.	Insulation Pro
United Subcontractors, Inc.	KMAC Custom Insulation
United Subcontractors, Inc.	Closet King
United Subcontractors, Inc.	All Purpose
United Subcontractors, Inc.	All Purpose Install
United Subcontractors, Inc.	All Purpose Replacement
United Subcontractors, Inc.	All Purpose Windows & Doors ABQ
United Subcontractors, Inc.	All Purpose Windows of St. George
San Gabriel Insulation, Inc.	USI of San Diego

(C) Changes in Name, Jurisdiction of Organization, Chief Executive Office of Sole Place of Business (or Principal Residence if Grantor is a Natural Person) and Corporate Structure within past five (5) years:

<u>Full Legal Name</u>	<u>Date of Change</u>	<u>Description Of Change</u>
USI Acquisition Corp.	October 21, 2004	Merged with and into USI
United Manufacturing, Inc. Construction Services & Consultants, Inc.	January 4, 2002	Merged with and into USI
United Subcontractors, Inc.	June 2, 2005	Change in name
San Gabriel Insulation, Inc.	November 1, 2005	Change of Chief Office
United Shelving Acquisition Corp.	November 1, 2005	Change of Chief Office
USI Investment Group LLC	December 21, 2006	Merged with and into USI
USI Intermediate Holdings, Inc.	December 21, 2006	Merged with and into USI
	November 1, 2005	Change of Chief Office

USI Senior Holdings, Inc.
Construction Services &
Consultants, Inc.

November 1, 2005

Change of Chief Office

June 1, 2006

Change of Chief Office

(D) Agreement pursuant to which any Grantor is found as debtor within past five (5) years:

Name of Grantor

Description of Agreement

United Subcontractors, Inc.

1. Secured Promissory Note, dated January 30, 2001, made by United Subcontractors, Inc., in favor of Rick Dubin d/b/a San Gabriel Insulation and Karin Dubin.
2. Loan Agreement, dated March 9, 2001, by and between Zions First National Bank and The Frost National Bank, as amended and Irrevocable Standby Letter of Credit, thereunder.
3. Credit and Guaranty Agreement, dated October 21, 2004, by and among United Subcontractors, Inc., a Utah corporation; certain subsidiaries and affiliates of the Borrower, as guarantors, the Lenders party thereto from time to time, and The Royal Bank of Scotland plc, as Administrative Agent, First Lien Collateral Agent and Second Lien Collateral Agent.
4. Credit and Guaranty Agreement, dated July 14, 2005, by and among United Subcontractors, Inc., a Utah corporation; certain affiliates of the Borrower; certain subsidiaries of the Borrower, as guarantors; the Lenders party thereto from time to time The Royal Bank of Scotland plc, a Administrative Agent and Collateral Agent, and certain other parties thereto.
5. Credit and Guaranty Agreement, dated December 27, 2005, by and among United Subcontractors, Inc., a Utah corporation; certain subsidiaries and affiliates of the Borrower, as guarantors, the Lenders party thereto from time to time, and Citigroup North America, Inc, as Administrative Agent, First Lien Collateral Agent and Second Lien Collateral Agent.
6. First Amended and Restated First Lien Credit and Guaranty Agreement, dated May 29, 2004, by and among United Subcontractors, Inc., a Utah corporation; certain subsidiaries and affiliates of the Borrower, as guarantors, the Lenders party thereto from time to time, and Wilmington Trust Company, as Administrative Agent and First Lien Collateral Agent.
7. Second Amended and Restated First Lien Credit and Guaranty Agreement, dated May 29, 2004, by and among United Subcontractors, Inc., a Utah corporation; certain subsidiaries and affiliates of the Borrower, as guarantors, the Lenders party thereto from time to time, and Bank of New York Mellon, as Administrative Agent and Second Lien Collateral Agent.

(E) Financing Statements

Name of Grantor

Filing Jurisdiction(s)

<u>Grantor</u>	<u>Address/City/State/Zip Code</u>	<u>County</u>
United Subcontractors, Inc.	1805 West 4900 South Idaho Falls, ID 83402	Bonneville
United Subcontractors, Inc.	602 East 24th Street Tucson, AZ 85713	Pima
United Subcontractors, Inc. dbas: Allied Insulating Co	339 Old Lyman Street Asheville, NC 28802	Buncombe
Bob's Insulation	1805 W. 49th South. Idaho Falls, ID .33402	Bonneville
Burnham Insulation & Shelving	8635 154th Ave. NE Redmond, WA 98052	King
Cape Southern	1212 S.E 9th Lane, Cape Coral FL 33990	Lee
Cape Southern	1210 S.E. 9th Lane, Cape Coral FL 33990	Lee
Carroll Insulation	49 Venture Way, Eldersburg, MD 21784	Carroll
Carroll Insulation	49 Venture Way, Eldersburg, MD 21784	Carroll
Countryside Stove & Fireplaces	1075 Rt 17M, Monroe, NY 10950	Orange
Eagle Rock	2645 E. 74th Ave., Denver, CO 80229	Denver
Environmental Insulation	1924 SE First Redmond, 97756	Deschutes
Fairview Majestic	68 Violet Ave., Poughkeepsie NY 12601	Dutchess
G-5 Insulation	3898 North 2500 East; Filer, Idaho	Twin Falls
G&G Insulation	12000 W Franklin Rd., Boise ID 83709	Ada
Gatewood Glass	4551 Cummins Court Fort Myers, FL 3905	Lee
Gregory Wood	2303 Lockwood Park Road. Bassett VA 24055	Henry
Herblan Insulation	850 E. 73rd Ave. Unit #8, Denver, CO 80229	Denver
Herblan Insulation	2505 E. 74th Ave., Denver, CO 80229	Denver
High Country Insulation	2436 S. Federal Blvd., Denver CO 80219	Denver
Insulation Contractors Supply	813 & 817 West 1700 South, Salt Lake City, UT 84104	Salt Lake
Interwest Tacoma	2704 104th St Ct S., Lakewood, WA 98499	Pierce
Interwest Lehi	310 S 1350 East, Lehi, UT 84043	Utah

<u>Grantor</u>	<u>Address/City/State/Zip Code</u>	<u>County</u>
JB Insulation	14255 SE Galbreath, Sherwood, OR 97140	Washington
Mesa Insulation Specialists East	948 So Drew, Mesa, AZ 85210	Maricopa
Mesa Insulation Specialists East	22 W. 8th Ave., Mesa, AZ 85210	Maricopa
Mesa Insulation Specialists West	7215 N 62nd Ave., Glendale AZ 85301	Maricopa
Mesa Rim Country Metropolitan	49-B Garrels Dr., Payson, AZ 1885 West Dartmouth, #8 and #16, Lakewood, CO	Gila Jefferson
Metropolitan	4550 S Federal Blvd., Denver CO	Denver
Mid Valley Interior Systems, LTD	1914 Rt. 44/55, Modena, NY 12548	Ulster
NCR Ft Myers	2229 Unity St, Fort Myers, FL 33916	Lee
NCR Ft Myers	1060 Collier Center Way, Naples, FL 34110	Lee
NCR Ft Naples	1634 Barber Rd., Sarasota, FL 34240	Collier
NCR Sarasota	1634 Barber Rd., Sarasota, FL 34240	Sarasota
NCR Tampa East	7810 Professional Place, Tampa FL 33637	Hillsborough
NCR Tampa West New Comfort	4029 South Ave., Tampa, FL 26 Agua Fria Bus. Estates, Angel Fire, NM 87710	Hillsborough Colfax
PAC Insulation	5070 NW 235th Ave Ste F, Hillsboro, OR 97124	Washington
Powers Thermal Insulation	5950 & 5944 Paonia Ct., Colorado Springs, CO 80915	El Paso
Powers Thermal Insulation	1091-1093 Ford St., Colorado Springs, CO 80915	El Paso
Preston	6677 East Little Michigan Sierra Vista, AZ 85635	Cochise
Pro Insulation LLC	505 & 509 66th Street, Loveland, CO 80538	Larimer
RG Insulation	2505 E. 74th Ave., Denver, CO 80229	Denver
Rocky Mountain Regional Office	5585Erindale Drive, Suite 202, Colo. Springs, CO	El Paso
San Gabriel Insulation	1433 N Hollenbeck Ave., Covina, CO	Los Angeles
Skyline	4151 Industrial Center Drive, Suite 800, N Las Vegas, NV 89030	Clark
Skyline	7540 S. Industrial Road, Las Vegas, NV 89139	Clark

<u>Grantor</u>	<u>Address/City/State/Zip Code</u>	<u>County</u>
Space Plus	11132 117th Place NE, Kirkland, WA	King
Stanco Insulation Services	2927 West US Hwy 40, Roosevelt, UT 84006	Duchesne
Standard Insulation & Standard Residential	1005 N. Church St, Charlotte, NC 28206	Mecklenburg
Star Insulation	3078-4 Shawnee Dr., Winchester, VA 22601	Frederick
Star Insulation	3070-D Shawnee Dr., Winchester, VA 22601	Frederick
Superior Insulation - SLC	895 West 2600 South, Salt Lake City, UT 84119	Salt Lake
Thermal Seal Insulators	1075 Rt 17M, Monroe, NY 10950	Orange
U-back Insulation Miami	12690 NW South River Dr., Medley, FL 33178	Palm Beach
U-back Insulation Boynton	2653 High Ridge Rd., Boynton Beach, FL 33426	Palm Beach
US Insulation	440 N Industrial Way, Snowflake, AZ 85937	Navajo
USI	Quantam Park Boynton Beach, FL	Palm Beach
USI of Florida	1243 Commons Ct., Clermont, FL 34711	Lake
USI Service Center	895 West 2600 South, Salt Lake City, UT 84119	Salt Lake
Vander Veur Insulation	4222 South 500 West Murray, UT 84123	Salt Lake
Weather/Seal/JB Fireplaces	56 Spruce Street Oakland, NJ 07436	Bergen
WeatherSeal	Rt. 515 & RT 94, Vernon Twp. NJ 07462	Sussex
West Coast Insulation	251 Commercial Court, Sebring, FL 33870	Highlands
West Coast Insulation	200 Commercial Court, Sebring, FL 33870	Highlands
FL1 Regional Office	8192 College Parkway, Bldg A Unit 11/12	Lee
USI Headquarters	5201 Eden Ave., Ste 220, Edina, MN 55436	Hennepin
Professional Insulators	1209 South Swinton Ave., Delray Beach, FL 33444	Palm Beach
Professional Insulators	Sands Commerce Center, Bldg 6, 4497 SW Port Way, Palm City, FL 34990	Martin
Professional Insulators	842 N. Hoagland Blvd Kissimmee, FL 33471	Osceola

Grantor

Address/City/State/Zip Code

County

Construction Services & Consultants, Inc.

2201 W Atlantic Ave.
Delray Beach, FL 33445

Palm Beach

SCHEDULE 4.02
TO PLEDGE AND SECURITY AGREEMENT

Name of Grantor

Location of Equipment and Inventory for Past Four (4) Years

See Schedule 4.01(E)

SCHEDULE 4.04
TO PLEDGE AND SECURITY AGREEMENT

INVESTMENT RELATED PROPERTY

(A) Pledged Stock:

Grantor	Stock Issuer	Class of Stock	Common	Shares	Price	Value	Percentage of Pledged Stock
United Subcontractors, Inc.	San Gabriel Insulation, Inc.	Common	Y	1	\$0.01	100	100
United Subcontractors, Inc.	Tabor Insulation, Inc.	Common	Y	1	\$0.01	1,000	100
United Subcontractors, Inc.	Construction Services & Consultants, Inc.	Common	Y	1	\$0.001	3,000	100
USI Intermediate Holdings, Inc.	United Subcontractors, Inc.	Class A Common	Y	1	\$0.001	1,000	100
USI Senior Holdings, Inc.	USI Intermediate Holdings, Inc.	Common	Y	1	\$0.001	1000	100

Pledged LLC Interests:

Grantor	Entity Name	Ownership Percentage	Capital Contribution	Net Worth	Percentage of Pledged Interests
N/A					

Pledged Partnership Interests:

Grantor	Partnership Name	Ownership Percentage	Capital Contribution	Net Worth	Percentage of Pledged Interests
N/A					

Pledged Trust Interests:

Grantor	Year	Original Principal Amount	Original Interest	Original Maturity Date	Original Rate
N/A					

Pledged Debt:

Grantor	Year	Original Principal Amount	Original Interest	Original Maturity Date	Original Rate
N/A					

Securities Account:

Grantor	Year	Original Principal Amount	Original Interest	Original Maturity Date	Original Rate
N/A					

Commodities Accounts:

Grantor	Year	Original Principal Amount	Original Interest	Original Maturity Date	Original Rate
N/A					

Deposit Accounts:

Name of Depositor	Address	City	State	Zip
See below				

Account Name	Bank Name	Acct. No.	Contact Phone #	Signer on Account
UNITED SUBCONTRACTORS, INC.				
Skyline #221	Wells Fargo Bank, N.A. RTN #121000248	4020018701	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
Service Center 2 #001 - Payroll	Wells Fargo Bank, N.A. RTN #121000248	4040003816	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
JB Insulation #223	Wells Fargo Bank, N.A. RTN #121000248	4040004145	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
Environmental Insulation #228	Wells Fargo Bank, N.A. RTN #121000248	4040004160	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
G&G Insulation #202	Wells Fargo Bank, N.A. RTN #121000248	4040004186	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
Bobs Insulation #213	Wells Fargo Bank, N.A. RTN #121000248	4040004194	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
Burnham Insulation #201	Wells Fargo Bank, N.A. RTN #121000248	4040004210	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
Metropolitan Insulation #230	Wells Fargo Bank, N.A. RTN #121000248	4040004236	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
RG Insulation #204	Wells Fargo Bank, N.A. RTN #121000248	4040004251	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
Mesa Insulation #210	Wells Fargo Bank, N.A. RTN #121000248	4040009169	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
Preston Insulation #220	Wells Fargo Bank, N.A. RTN #121000248	4040009177	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
US Insulation Specialists #222	Wells Fargo Bank, N.A. RTN #121000248	4040009185	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
United Subcontractor Main Acct	Wells Fargo Bank, N.A. RTN #121000248	4040010571	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
Powers Thermal Insulation #208	Wells Fargo Bank, N.A. RTN #121000248	4040010605	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
Eagle Rock Supply #207	Wells Fargo Bank, N.A. RTN #121000248	4040010613	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
Herblan Insulation #206	Wells Fargo Bank, N.A. RTN #121000248	4040010621	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
United Subcontractors #000 - Merchant Deposit Account	Wells Fargo Bank, N.A. RTN #121000248	4050014349	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
Superior Insulation #203	Wells Fargo Bank, N.A. RTN #121000248	4050017714	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
Insulation Cont. Sup. #217	Wells Fargo Bank, N.A. RTN #121000248	4050017722	612-667-0803	Timothy J Gallagher; Ronald E. Somerville

Vander Veur Insulation #224	Wells Fargo Bank, N.A. RTN #121000248	4050017748	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
Stanco Insulation Serv. #237	Wells Fargo Bank, N.A. RTN #121000248	4050017755	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
Cafeteria Plan	Wells Fargo Bank, N.A. RTN #121000248	4100053297	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
Pro Insulation #238	Wells Fargo Bank, N.A. RTN #121000248	4100169887	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
Weather Seal Contracting #101	Wells Fargo Bank, N.A. RTN #121000248	4100174556	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
JB Fireplaces #102	Wells Fargo Bank, N.A. RTN #121000248	4100174564	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
Thermal Seal Insulators #112	Wells Fargo Bank, N.A. RTN #121000248	4100174572	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
Carroll Insulation #103	Wells Fargo Bank, N.A. RTN #121000248	4100174606	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
Courtesy Glass #239	Wells Fargo Bank, N.A. RTN #121000248	4121085310	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
Reflections	Wells Fargo Bank, N.A. RTN #121000248	4121209142	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
Champion	Wells Fargo Bank, N.A. RTN #121000248	4121302269	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
First Choice	Wells Fargo Bank, N.A. RTN #121000248	4121326268	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
Chase	Wells Fargo Bank, N.A. RTN #121000248	4121351829	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
Star Insulation	Wells Fargo Bank, N.A. RTN #121000248	4121351837	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
Allied	Wells Fargo Bank, N.A. RTN #121000248	4121394290	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
Standard	Wells Fargo Bank, N.A. RTN #121000248	4121394308	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
Gatewood	Wells Fargo Bank, N.A. RTN #121000248	4121425482	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
Ft Meyers	Wells Fargo Bank, N.A. RTN #121000248	4121425490	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
Professional	Wells Fargo Bank, N.A. RTN #121000248	4121425532	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
West Coast - Sebring	Wells Fargo Bank, N.A. RTN #121000248	4121425557	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
All Purpose	Wells Fargo Bank, N.A. RTN #121000248	4121439772	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
HASTINGS	Wells Fargo Bank, N.A. RTN #121000248	4121455430	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
Hutchins	Wells Fargo Bank, N.A. RTN #121000248	4121490346	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
United Subcontractors - Utility Deposit Account	Wells Fargo Bank, N.A. RTN #121000248	4121889778	612-667-0803	Timothy J Gallagher; Ronald E. Somerville

United Subcontractors - Deposit Account	Wells Fargo Bank, N.A. RTN #121000248	4121911002	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
United Subcontractors - Deposit Account - Wachovia	Wells Fargo Bank, N.A. RTN #121000248	4759065949	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
United Subcontractors Controlled Disbursement Account	Wells Fargo Bank, N.A. RTN #121000248	9600125569	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
Cash Investment Money Market Account	Wells Fargo Advantage Funds Fund #94975H437	03000991736	888-250-9574	Timothy J Gallagher; Ronald E. Somerville
United Subcontractors - Deposit Account	Wachovia, N.A. RTN #053200019	2079975018868	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
Corporate Payroll	Bank of America, N.A. RTN #053000196	000650546891	704-386-5281	Timothy J Gallagher; Ronald E. Somerville
United Subcontractors Inc - Main	Bank of America, N.A. RTN #053000196	000650546901	704-386-5281	Timothy J Gallagher; Ronald E. Somerville
NCR West Coast Fort Myers	Bank of America, N.A. RTN #053000196	000650546930	704-386-5281	Timothy J Gallagher; Ronald E. Somerville
W Cost Insulation of Central - Sebring	Bank of America, N.A. RTN #053000196	000650546972	704-386-5281	Timothy J Gallagher; Ronald E. Somerville
United Subcontractors dba Gatewood Glass	Bank of America, N.A. RTN #053000196	000691517669	704-386-5281	Timothy J Gallagher; Ronald E. Somerville
United Subcontractors Inc - Professional Insulators	Bank of America, N.A. RTN #053000196	000695589389	704-386-5281	Timothy J Gallagher; Ronald E. Somerville
Hastings	Bank of America, N.A. RTN #053000196	002373411939	704-386-5281	Timothy J Gallagher; Ronald E. Somerville
Carroll Insulation	PNC Bank RTN #054000030	5555231673	410-552-0688	Matthew Helminiak; Jennifer Norris; Rosemary Helminiak
JB Fireplaces	TD North RTN #021201503	2470000230	973-616-2117	Jonathan Belanus
SAN GABRIEL INSULATION, INC.				
San Gabriel Insulation #231	Wells Fargo Bank, N.A. RTN #121000248	4040004178	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
USI of San Diego	Wells Fargo Bank, N.A. RTN #121000248	4121581623	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
TABOR INSULATION, INC.				
Tabor Insulation	Wells Fargo Bank, N.A. RTN #121000248	921280723	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
Tabor Insulation	Wells Fargo Bank, N.A. RTN #121000248	921280731	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
CONSTRUCTION SERVICES & CONSULTANTS, INC.				
CSCI	Wells Fargo Bank, N.A. RTN #121000248	4121425565	612-667-0803	Timothy J Gallagher; Ronald E. Somerville
USI SENIOR HOLDINGS, INC.				
None				

None

(B) Equity Interests of Another Entity or Substantially all of the Assets of Another Entity Acquired within past five (5) years:

<u>Name of Grantor</u>	<u>Date of Acquisition</u>	<u>Description of Acquisition</u>
United Subcontractors, Inc.	October 21, 2004	Merger of United Acquisition Corp. with and into United Subcontractors, Inc.
	December 31, 2004	Asset Purchase Agreement dated December 31, 2004 among United Subcontractors, Inc. and Courtesy Glass and Dick Heutmaker and Joan Huetmaker
	July 14, 2005	Stock Purchase Agreement dated July 14, 2005 among United Subcontractors, Inc. and Courtesy Glass Dick Huetmaker and Joan Huetmaker
	August 24, 2005	Asset Purchase Agreement dated August 24, 2005 among United Subcontractors, Inc., Professional Insulators Holdings, Inc., Professional Insulators of South Florida, Inc., Professional Insulators of the Treasure Coast, Inc., James B. Rogers, Pam Rogers and Jack T. Thomas, Jr
	December 12, 2005	Asset Purchase Agreement dated December 12, 2005 among United Subcontractors, Inc., Hutchins Insulations, Inc., Hutchins, Industries, LLC, Mark Hutchins, Kelly D. VanSlyke and Kevin Soder
	December 29, 2005	Asset Purchase Agreement dated December 29, 2005 among United Subcontractors, Inc., Reflections Glass and Mirror, Inc., Christopher H. Harris and David A. Fleeman
	March 1, 2006	Asset Purchase Agreement dated March 1, 2006 among United Subcontractors, Inc., National Star, Inc., Diane Caminiti and Anthony Caminiti
	May 1, 2006	Asset Purchase Agreement dated May 1, 2006 among United Subcontractors, Inc., Champion Insulation & Drywall, Inc., Rockland Holding, Inc., the Rockland Trust established pursuant to the Trust Agreement dated March 31, 2004, Wesley R. Ard and Suzanne Kinnard Ard
	May 10, 2006	Asset Purchase Agreement dated May 10, 2006 among United Subcontractors, Inc., First Choice Supply, Inc. and James Romeka

	July 14, 2006	Asset Purchase Agreement dated July 14, 2006 among United Subcontractors, Inc., Insulation Pro, Inc. and Lewis Eric Wilson
	July 24, 2006	Asset Purchase Agreement dated July 24, 2006 among United Subcontractors, Inc., Chase Insulation, Ltd., Chip Graves, L.L.C., Stephen Martin, L.L.C. and Joseph Regitz, L.L.C.
	November 14, 2006	Asset Purchase Agreement dated November 14, 2006 among United Subcontractors, Inc., All Purpose, Inc., All Purpose Replacement, Inc., All Purpose Windows & Doors ABQ, Inc., All Purpose Windows of St. George, L.L.C., All Purpose Install and Michael T. King
	December 1, 2006	Asset Purchase Agreement dated December 1, 2006 among United Subcontractors, Inc., Hastings Garage Door Co., LLC, George M. Hastings and Mary D. Hastings
	December 11, 2006	Asset Purchase Agreement dated December 11, 2006 among United Subcontractors, Inc., KMAC Custom Insulation, LP, KMAC-KFR GP, LLC, Kevin M. McIntyre, Richard Lee and Frank Butler
	June 29, 2007	Asset Purchase Agreement dated June 29, 2007 among United Subcontractors, Inc., Krowned Management LLC, Kelly Kartchner and Kaye Kartchner
	June 29, 2007	Stock Purchase Agreement dated June 29, 2007 among United Subcontractors, Inc., Tabor Insulation, Inc., Melvin Tabor and Marsha Tabor
USI Intermediate Holdings, Inc.	August 17, 2004	Holds Stock of USI Acquisition Corp.
USI Senior Holdings, Inc.	August 17, 2004	Holds Stock of USI Intermediate Holdings, Inc.
USI Acquisition Corp.	September 7, 2004	Stock Purchase Agreement dated September 3, 2004 among USI Acquisition Corp., United Subcontractors, Inc. and stockholders.
Construction Services & Consultants, Inc.	February 1, 2006	Asset Purchase Agreement dated February 1, 2006 among USI Senior Holdings, Inc., Construction Services & Consultants, Inc., G & L Shell Contractors, Inc., George Quatela and Larry Vinson

SCHEDULE 4.10
TO PLEDGE AND SECURITY AGREEMENT

Name of Grantor
None.

Description of Material Contract

**SCHEDULE 4.11
TO PLEDGE AND SECURITY AGREEMENT**

Name of Grantor
None.

Description of Letters of Credit

INTELLECTUAL PROPERTY EXCEPTIONS

(A) Copyrights

None.

(B) Copyright Licenses

None.

(C) Patents

<u>Grantor</u>	<u>Patents</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
United Subcontractors, Inc.	Caulking warmer – A portable endothermic caulk warmer for warming at least one tube of endothermic caulk. This caulk warmer having an insulated housing, at least one AC heating pad, a AC/DC power inverter and a DC rechargeable battery.	October 17, 2002	Registered	6,713,727

(D) Patent Licenses

United Subcontractors, Inc. – Right to manufacture Ventilated Wood Shelving, pursuant to a patent license agreement between UST and Leslie A. Kay, dated 6/12/01.

(E) Trademarks

<u>Grantor</u>	<u>Trademarks</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration. No.</u>
United Subcontractors, Inc. dba Gregory Wood Products	Kenosa	April 4, 2001	Registered	2693355 (March 4, 2003)
			Registrant: Country Wood Products, Inc. (712 NW 57th St., Ft. Lauderdale FL 33309).	
			Assigned to Grantor April 29, 2003	
United Subcontractors, Inc.	Polar Blanket	March 22, 2001	Registered	2517255 (Dec. 11, 2001)

(F) Trademark Licenses

None.

(G) Trade Secret Licenses

None.

(H) Intellectual Property Exceptions

None.

SCHEDULE 4.13
TO PLEDGE AND SECURITY AGREEMENT

Name of Grantor

Commercial Tort Claims

None.

EXHIBIT A
TO PLEDGE AND SECURITY AGREEMENT

PLEDGE SUPPLEMENT

This PLEDGE SUPPLEMENT, dated [____], is delivered pursuant to the Pledge and Security Agreement; dated as of June [___], 2009 (as it may be from time to time amended, restated, modified, or supplemented, the "Security Agreement"), among [NAME OF GRANTOR] (as the "Grantor"), and WILMINGTON TRUST COMPANY, as the Collateral Agent (in such capacity, the "Collateral Agent"). Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.

Grantor hereby confirms the grant to the Collateral Agent set forth in the Security Agreement of, and does hereby grant to the Collateral Agent a security interest in all of Grantor's right, title and interest in and to all Collateral to secure the Secured Obligations, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located. Grantor represents and warrants that the attached Supplements to Schedules accurately and completely set forth all additional information pursuant to the Security Agreement, and hereby agrees that such Supplements to Schedules shall constitute part of the Schedules to the Security Agreement.

IN WITNESS WHEREOF, Grantor has caused this Pledge Supplement to be duly executed and delivered by its duly authorized officer as of [mm/dd/yy].

[NAME OF GRANTOR]

By

Name:

Title:

SUPPLEMENT TO SCHEDULE 4.01
TO PLEDGE AND SECURITY AGREEMENT

Additional Information:

(A) Full Legal Name, Type of Organization, Jurisdiction of Organization, Chief Executive Offices/Sole Place of Business (or Residence if Grantor is a Natural Person) and Organizational Identification Number of each Grantor:

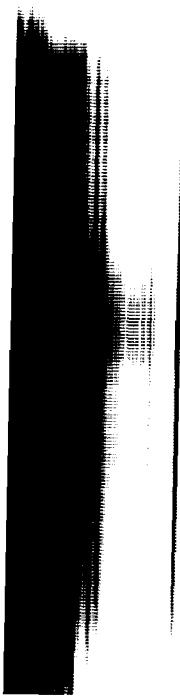
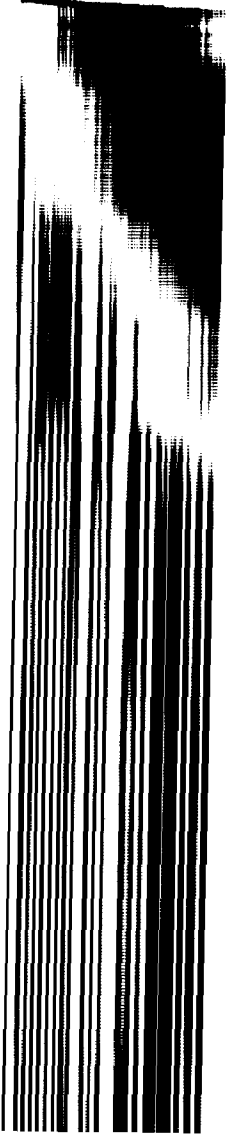
<u>Full Legal Name</u>	<u>Type of Organization</u>	<u>Jurisdiction of Organization</u>	<u>Chief Executive Office/Sole Place of Business (or Residence if Grantor is a Natural Person)</u>	<u>Organization I.D. #</u>
------------------------	-----------------------------	-------------------------------------	--	----------------------------

(B) Other Legal Names under which each Grantor has conducted business [for the past five (5) years]:

<u>Name of Grantor</u>	<u>Legal Name</u>
------------------------	-------------------

(C) Changes in Name, Jurisdiction of Organization, Chief Executive Office or Sole Place of Business (or Principal Residence if Grantor is a Natural Person) and Corporate Structure [within past five(5) years]:

<u>Name of Grantor</u>	<u>Date of Change</u>	<u>Description of Change</u>
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**SUPPLEMENT TO SCHEDULE 4.01
TO PLEDGE AND SECURITY AGREEMENT**

Additional Information:

(A) Full Legal Name, Type of Organization, Jurisdiction of Organization, Chief Executive Offices/Sole Place of Business (or Residence if Grantor is a Natural Person) and Organizational Identification Number of each Grantor:

<u>Full Legal Name</u>	<u>Type of Organization</u>	<u>Jurisdiction of Organization</u>	<u>Chief Executive Office/Sole Place of Business (or Residence if Grantor is a Natural Person)</u>	<u>Organization I.D. #</u>
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(B) Other Legal Names under which each Grantor has conducted business [for the past five (5) years]:

<u>Name of Grantor</u>	<u>Legal Name</u>
------------------------	-------------------

(C) Changes in Name, Jurisdiction of Organization, Chief Executive Office or Sole Place of Business (or Principal Residence if Grantor is a Natural Person) and Corporate Structure [within past five(5) years]:

<u>Name of Grantor</u>	<u>Date of Change</u>	<u>Description of Change</u>
------------------------	-----------------------	------------------------------

(D) Agreements pursuant to which any Grantor is bound as debtor [within past five (5) years]:

<u>Name of Grantor</u>	<u>Description of Agreement</u>
------------------------	---------------------------------

(E) Financing Statements:

<u>Name of Grantor</u>	<u>Filing Jurisdiction</u>
------------------------	----------------------------

**SUPPLEMENT TO SCHEDULE 4.02
TO PLEDGE AND SECURITY AGREEMENT**

Additional Information:

Name of Grantor

Location of Equipment and Inventory

**SUPPLEMENT TO SCHEDULE 4.04
TO PLEDGE AND SECURITY AGREEMENT**

Additional Information:

(A)

Pledged Stock:

Pledged Partnership Interests:

Pledged LLC Interests:

Pledged Trust Interests:

Pledged Debt:

Securities Account:

Commodities Accounts:

Deposit Accounts:

(B)

Name of Grantor

Date of Acquisition

Description of Acquisition

SUPPLEMENT TO SCHEDULE 4.10
TO PLEDGE AND SECURITY AGREEMENT

Additional Information:

Name of Grantor

Name; Date of and parties to Material Contract

**SUPPLEMENT TO SCHEDULE 4.11
TO PLEDGE AND SECURITY AGREEMENT**

Additional Information:

Name of Grantor

Description of Letters of Credit

**SUPPLEMENT TO SCHEDULE 4.12
TO PLEDGE AND SECURITY AGREEMENT**

Additional Information:

- (A) Copyrights**
- (B) Copyright Licenses**
- (C) Patents**
- (D) Patent Licenses**
- (E) Trademarks**
- (F) Trademark Licenses**
- (G) Trade Secret Licenses**
- (H) Intellectual Property Exceptions**

SUPPLEMENT TO SCHEDULE 4.13
TO PLEDGE AND SECURITY AGREEMENT

Additional Information:

Name of Grantor

Commercial Tort Claims

UNCERTIFICATED SECURITIES CONTROL AGREEMENT

This uncertificated Securities Control Agreement (the "Agreement"), dated as of [] is among [] (the "Pledgor"), WILMINGTON TRUST COMPANY, as collateral agent for the Secured Parties (in such capacity the "Collateral Agent") and [], a [] corporation (the "Issuer"). Capitalized terms but not defined herein shall have the meaning assigned in the Pledge and Security Agreement, dated as of June [], 2009, among the Pledgor, the other parties thereto and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). All references herein to the "UCC" shall mean the Uniform Commercial Code as in effect in the State of New York at any date of determination.

Section 1. Registered Ownership of Shares. The Issuer hereby confirms and agrees that as of the date hereof, the Pledgor is the registered owner of [] shares of the Issuer's [common] stock (the "Pledged Shares") and the Issuer shall not change the registered owner of the Pledged Shares without the prior written consent of the Collateral Agent (other than to register the Collateral Agent as the registered owner thereof as contemplated by Section 4.05 of the Security Agreement).

Section 2. Instructions. Subject to Section 6, if at any time the Issuer shall receive written instructions originated by the Collateral Agent relating to the Pledged Shares not later than 48 hours after receipt by the Issuer of such instructions, the Issuer shall comply with such instructions without further consent by the Pledgor or any other person.

Section 3. Additional Representations and Warranties of the Issuer. The Issuer hereby represents and warrants to the Collateral Agent:

(a) It has not entered into, and until the termination of this Agreement will not enter into, any agreement with any other person (other than the WC Agent, as defined in the Credit Agreement) relating to the Pledged Shares pursuant to which it has agreed to comply with the instructions issued by such other person; and

(b) It has not entered into, and until the termination of this Agreement will not enter into, any agreement with the Pledgor or the Collateral Agent purporting to limit or condition the obligation of the Issuer to comply with Instructions as set forth in Section 2 hereof; and

(c) Except for the claims and interests of the Collateral Agent and of the Pledgor in the Pledged Shares, the Issuer does not know of any claim to, or interest in, the Pledged Shares. If any person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Pledged Shares of which the Issuer has knowledge, the Issuer will promptly notify the Collateral Agent and the Pledgor thereof; and

(d) This Uncertificated Securities Control Agreement is the valid and legally binding obligation of the Issuer, enforceable against the Issuer, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

Section 4. Choice of Law. This Agreement shall be governed by the laws of the State of New York, including, without limitation, Sections 5-1401 and 5-1402 of the New York General Obligations Law and Rule 327(b) of the New York Civil Practice Law and Rules.

Section 5. Conflict with Other Agreements. In the event of any conflict between this Agreement (or any portion thereof) and any other agreement now existing or hereafter entered into, the terms of this Agreement shall prevail; provided that, in the event of a conflict between this Agreement and Article Nine (9) of the Credit Agreement, Article Nine (9) of the Credit Agreement shall prevail. No amendment or modification of this Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by all of the parties hereto.

Section 6. Voting Rights. Until such time as the Collateral Agent shall otherwise instruct the Pledgor and the Issuer in writing, the Pledgor shall have the right to vote the Pledged Shares.

Section 7. Successors; Assignment. The terms of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective corporate successors or heirs and personal representatives who obtain such rights solely by operation of law. The Collateral Agent may assign its rights hereunder only with the express written consent of the Issuer and by sending written notice of such assignment to the Pledgor; provided that such assignment is in accordance with the Credit Agreement and Article Eight (8) of the Security Agreement, including the provisions thereof affording the Pledgor approval rights in certain circumstances, over the identity of the successor Collateral Agent.

Section 8. The Indemnification of Issuer. The Pledgor and the Collateral Agent hereby agree that (a) the Issuer is released from any and all liabilities to the Pledgor and the Collateral Agent arising from the terms of this Agreement and the compliance of the Issuer with the terms hereof, except to the extent that such liabilities arise from the Issuer's negligence or willful misconduct and (b) the Pledgor, its successors and assigns shall at all times indemnify and hold harmless the Issuer from any claims, actions and suits of others arising out of the terms of this Agreement or the compliance of the Issuer with the terms hereof, except to the extent that such arises from the Issuer's negligence or willful misconduct, and from all liabilities, losses, damages, reasonable costs, counsel fees and other expenses of every nature and character arising by reason of the same (subject to the foregoing exceptions for negligence and willful misconduct), until the termination of this Agreement.

Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in the Credit Agreement), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows:

(i) if to Pledgor, to it at _____, Attention of _____, (Telecopier No. _____; (Telephone No. _____);

(ii) if to the Collateral Agent, to Wilmington Trust Company, at Rodney Square North, 1100 North Market Street, Wilmington, DE 19890-1605, Attention of James A. Hanley (Telecopier No. 302-636-4145; Telephone No. 302-636-6453); with a copy to Lovells LLP, 590 Madison Avenue, New York, New York 10022, Attention of Robin E. Keller (Telecopier No. 212-909-0660; Telephone No. 212-909-0640); and

(iii) if to Issuer; to it at _____, Attention of _____ (Telecopier No. _____; Telephone No. _____).

Notices sent by hand or overnight courier service or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in the Credit Agreement shall be effective as provided therein. Any party hereto may change its address or telecopier number for notices and other communications hereunder by notice to the

other parties hereto. Notices and other communications to the Lenders may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) as provided in the Credit Agreement.

Section 9. Termination. The obligations of the Issuer to the Collateral Agent pursuant to this Agreement shall continue in effect until the security interests of the Collateral Agent in the Pledged Shares have been terminated pursuant to the terms of the Security Agreement, and the Collateral Agent has notified the Issuer of such termination in writing. The Collateral Agent agrees to provide Notice of Termination in substantially the form of Exhibit A hereto to the Issuer (with a copy to the Pledgor) upon the request of the Pledgor on or after the termination of the Collateral Agent's security interest in the Pledged Shares pursuant to the terms of the Security Agreement. The termination of this Control Agreement shall not terminate the Pledged Shares or alter the obligations of the Issuer to the Pledgor pursuant to any other agreement with respect to the Pledged Shares.

Section 10. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), all of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

[NAME OF PLEDGOR]

By: _____
Name
Title:

WILMINGTON TRUST COMPANY, as the
Collateral Agent

By: _____
Name
Title:

[NAME OF ISSUER]

By: _____
Name
Title:

EXHIBIT A
TO THE UNCERTIFICATED SECURITIES CONTROL AGREEMENT

Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, DE 19890-1605

[Name and Address of Issuer]

Attention:

Re: Termination of Control Agreement

You are hereby notified that the Uncertificated Securities Control Agreement between you, [the Pledgor] and the undersigned (a copy of which is attached) is terminated, and you have no further obligations to the undersigned pursuant to such agreement. Notwithstanding any previous instructions to you, you are hereby instructed to accept all future directions with respect to Pledged Shares (as defined in the Uncertificated Securities Control Agreement) from [the Pledgor]. This notice terminates any obligations you may have to the undersigned with respect to the Pledged Shares, however nothing contained in this notice shall alter any obligations which you may otherwise owe to [the Pledgor] pursuant to any other agreement.

You are instructed to deliver a copy of this notice by facsimile transmission to [NAME OF PLEDGOR].

Very truly yours,

WILMINGTON TRUST COMPANY,
as the Collateral Agent

By: _____

Name:

Title:

Cc: [NAME OF PLEDGOR]

SECURITIES ACCOUNT CONTROL AGREEMENT

This Securities Account Control Agreement, dated as of [] (this "Agreement") is among [NAME OF GRANTOR] (the "Debtor"), WILMINGTON TRUST COMPANY, as Collateral Agent for the Secured Parties (in such capacity the "Collateral Agent" [], in its capacity as a "securities intermediary" as defined in Section 8-102 of the UCC (in such capacity, the "Securities Intermediary"). Capitalized terms used but not defined herein shall have the meaning assigned thereto in the Pledge and Security Agreement, dated as of June [], 2009, among the Debtor, the other Grantors party thereto and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). All references herein to be the "UCC" shall mean the Uniform Commercial Code as in effect in the State of New York at any date of determination.

Section 1. Establishment of Security Account.

The Securities Intermediary hereby confirms and agrees that:

(a) The Securities Intermediary has established account number [IDENTIFY ACCOUNT NUMBER] in the name [IDENTIFY EXACT TITLE OF ACCOUNT] (such account and any successor account, the "Securities Account"), and the Securities Intermediary shall not change the name or account number of the Securities Account without the prior written consent of the Collateral Agent;

(b) All property delivered to the Securities Intermediary pursuant to the Security Agreement will be promptly credited to the Securities Account; and

(c) The Securities Account is a "securities account" within the meaning of Section 8-501 of the UCC.

Section 2. "Financial Assets" Election.

The Securities Intermediary hereby agrees that each item of property (including, without limitation, any investment property, financial asset, security, instrument, general intangible or cash) credited to the Securities Account shall be treated as "financial assets" within the meaning of Section 8-102(a)(9) of the UCC.

Section 3. Control of the Securities Account.

Subject to Sections 8(b), (c), and (d), at any time the Securities Intermediary shall receive any order in the form of a Notice of Sale Control from the Collateral Agent directing transfer or redemption of any financial assets relating to the Securities Account, not later than 48 hours after receipt thereof by the Securities Intermediary, the Securities Intermediary shall comply with such entitlement order without further consent by the Debtor or any other person.

Section 4. Subordination of Lien; Waiver of Set-Off.

In the event that the Securities Intermediary has or subsequently obtains by agreement, by operation of law or otherwise a security interest in the Securities Account or any security entitlement credited thereto, the Securities Intermediary hereby agrees that such security interest shall be subordinate to the security interest of the Collateral Agent. The financial assets and other items deposited to the Securities Account will not be subject to deduction, set-off, banker's lien, or any other right in favor of any person other than the Collateral Agent (except that the Securities Intermediary may set off (i) all amounts due to the Securities Intermediary in respect of customary fees and expenses for the routine maintenance and operation of the Securities Account and (ii) the face amount of any checks which have been credited to such Securities Account but are subsequently returned unpaid because of uncollected or insufficient funds).

Section 5. Choice of Law.

This Agreement and the Securities Account shall each be governed by the laws of the State of New York, including, without limitation, Sections 5-1401 and 5-1402 of the New York General Obligations Law and Rule 327(b) of the New York Civil Practice Law and Rules. Regardless of any provision in any other agreement, for purposes of the UCC, New York shall be deemed to be the Securities Intermediary's jurisdiction (within the meaning of Section 8-110 of the UCC) and the Securities Account (as well as the securities entitlements related thereto) shall be governed by the laws of the State of New York.

Section 6. Conflict with Other Agreements.

(a) In the event of any conflict between this Agreement (or any portion thereof) and any other agreement now existing or hereafter entered into, the terms of this Agreement shall prevail; provided that in the event of a conflict between this Agreement and Article Nine (9) of the Credit Agreement, Article Nine (9) of the Credit Agreement shall prevail;

(b) No amendment or modification of this Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by all of the parties hereto;

(c) The Securities Intermediary hereby confirms and agrees that:

(i) There are no other agreements entered into between the Securities Intermediary and the Debtor with respect to the Securities Account;

(ii) It has not entered into, and until the termination of this Agreement, will not enter into, any agreement with any other person (other than the WC Agent as defined in the Credit Agreement) relating to the Securities Account and/or any financial assets credited thereto pursuant to which it has agreed to comply with entitlement orders (as defined in Section 8-102(a)(8) of the UCC) of such other person; and

(iii) It has not entered into, and until the termination of this Agreement, will not enter into, any agreement with the Debtor or the Collateral Agent purporting to limit or condition the obligation of the Securities Intermediary to comply with entitlement orders as set forth in Section 3 hereof.

Section 7. Adverse Claims.

Except for the claims and interest of the Collateral Agent and of the Debtor in the Securities Account, the Securities Intermediary does not know of any claim to or interest, in, the Securities Account or in any "financial asset" (as defined in Section 8-102(a)(9) of the UCC) credited thereto. If any person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Securities Account or in any financial asset carried therein of which the Securities Intermediary has knowledge, the Securities Intermediary will promptly notify the Collateral Agent and the Debtor thereof.

Section 8. Maintenance of Securities Account.

In addition to, and not in lieu of the obligation of the Securities Intermediary to honor entitlement orders as agreed in Section 3 hereof, the Securities Intermediary agrees to maintain the Securities Account as follows:

(a) **Statements and Confirmations.** The Securities Intermediary will promptly send copies of all statements, confirmations and other correspondence concerning the Securities Account and/or any financial assets credited thereto simultaneously to each of the Debtor and the Collateral Agent at the address for each set forth in Section 12 of this Agreement.

(b) **Notice of Sole Control.** If at any time, the Collateral Agent delivers to the Securities Intermediary, a Notice of Sole Control, in substantially the form set forth in Exhibit A hereto, the Securities Intermediary agrees that not later than 48 hours after receipt of such notice it will take all instructions with respect to the Securities Account solely from the Collateral Agent.

(c) Voting Rights. Until such time as the Securities Intermediary receives a Notice of Sole Control pursuant to subsection (b) of this Section 8.01, the Debtor shall direct the Securities Intermediary with respect to the voting of any financial asset credited to the Securities Account.

(d) Permitted Investments. Until such time as the Securities Intermediary receives a Notice of Sole Control signed by the Collateral Agent, the Debtor shall direct the Securities Intermediary with respect to the selection of investments to be made for the Securities Account.

(e) Tax Reporting. All items of income, gain, expense and loss recognized in the Securities Account shall be reported to the Internal Revenue Service and all state and local taxing authorities under the name and taxpayer identification number of the Debtor.

Section 9. Representations, Warranties and Covenants of the Securities Intermediary.

The Securities Intermediary hereby makes the following representations, warranties and covenants:

(a) The Securities Account has been established as set forth in Section 1 above and such Securities Account will be maintained in the manner set forth herein until termination of this Agreement; and

(b) This Agreement is the valid and legally binding obligation of the Securities Intermediary, enforceable against the Securities Intermediary, except as may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

Section 10. Indemnification of Securities Intermediary.

The Debtor and the Collateral Agent hereby agree that (a) the Securities Intermediary is released from any and all liabilities to the Debtor and the Collateral Agent arising from the terms of this Agreement and the compliance of the Securities Intermediary with the terms hereof, except to the extent that such liabilities arise from the Securities Intermediary's negligence or willful misconduct and (b) the Debtor, its successors and assigns shall at all times indemnify and save harmless the Securities Intermediary from and against any and all claims, actions and suits of others arising out of the terms of this Agreement or the compliance of the Securities Intermediary with the terms hereof, except to the extent that such arises from the Securities Intermediary's negligence or willful misconduct, and from and against any and all liabilities, losses, damages, costs, charges, counsel fees and other expenses of every nature and character arising by reason of the same (subject to the foregoing exceptions for negligence and willful misconduct), until the termination of this Agreement.

Section 11. Successors; Assignment.

The terms of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective corporate successors or heirs and personal representatives who obtain such right solely by operation of law. The Collateral Agent may assign its rights hereunder only with the express written consent of the Securities Intermediary and by sending written notice of such assignment to the Debtor; provided that such assignment is in accordance with the Credit Agreement and Article Eight (8) of the Security Agreement, including the provisions thereof affording the Debtor approval rights, in certain circumstances, over the identity of the successor Collateral Agent.

Section 12. Notices.

Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in the Credit Agreement), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows:

(i) if to Debtor, to it at _____, Attention of _____ (Telecopier No. _____; Telephone No. _____);

(ii) if to the Collateral Agent, to Wilmington Trust Company, at Rodney Square North, 1100 North Market Street, Wilmington, DE 19890-1605, Attention of James A. Hanley (Telecopier No. 302-636-4145; Telephone No. 302-636-6453); with a copy to Lovells LLP, 590 Madison Avenue, New York, New York 10022, Attention of Robin E. Keller (Telecopier No. 212-909-0660; Telephone No. 212-909-0640); and

(iii) if to Issuer, to it at _____, Attention of _____ (Telecopier No. _____; Telephone No. _____).

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in the Credit Agreement shall be effective as provided therein. Any party hereto may change its address or telecopier number for notices and other communications hereunder by notice to the other parties hereto. Notices and other communications to the Lenders and the Issuing Bank hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) in accordance with the Credit Agreement.

Section 13. Termination.

The obligations of the Securities Intermediary to the Collateral Agent pursuant to this Agreement shall continue in effect until the security interest of the Collateral Agent in the Securities Account has been terminated pursuant to the terms of the Security Agreement and the Collateral Agent has notified the Securities Intermediary of such termination in writing in substantially the form of Exhibit C hereto to the Securities Intermediary. The termination of this Agreement shall not terminate the Securities Account or alter the obligations of the Securities Intermediary to the Debtor pursuant to any other agreement with respect to the Securities Account.

Section 14. Counterparts.

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

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

[NAME OF GRANTOR]

By: _____
Name:
Title:

WILMINGTON TRUST COMPANY,
as the Collateral Agent

By: _____
Name:
Title:

[NAME OF SECURITIES INTERMEDIARY],
as Securities Intermediary

By: _____
Name:
Title:

EXHIBIT A
TO SECURITIES ACCOUNT CONTROL AGREEMENT

Wilmington Trust Company

Rodney Square North

1100 North Market Street

Wilmington, DE 19890-1605

[Name and Address of Securities Intermediary]

Attention:

Re: Notice of Sole Control

Ladies and Gentlemen:

As referenced in the Securities Account Control Agreement dated as of [] among [NAME OF DEBTOR], you and the undersigned (a copy of which is attached), we hereby give you notice of our sole control over securities account number [] (the "Securities Account") and all financial assets credited thereto. You are hereby instructed not to accept any direction, instructions or entitlement orders with respect to the Securities Account or the financial assets credited thereto from any person other than the undersigned, unless otherwise ordered by a court of competent jurisdiction.

Very truly yours,

WILMINGTON TRUST COMPANY,
as the Collateral Agent

By: _____
Name:
Title:

cc: [NAME OF DEBTOR]

**EXHIBIT B
TO SECURITIES ACCOUNT CONTROL AGREEMENT**

Wilmington Trust Company

Rodney Square North

1100 North Market Street

Wilmington, DE 19890-1605

[_____]

[Name and Address of Securities Intermediary]

Attention:

Re: Termination of Securities Account Control Agreement

You are hereby notified that the Securities Account Control Agreement, dated as of [_____] among you; [NAME OF DEBTOR] ("Debtor"), WILMINGTON TRUST COMPANY, as the Collateral Agent ("Collateral Agent") and the undersigned (a copy of which is attached) is terminated and you have no further obligations to the undersigned pursuant to such Agreement. Notwithstanding any previous instructions to you, you are hereby instructed to accept all future directions with respect to account number(s) _____ from the Debtor without the consent of any other person. This notice terminates any obligations you may have to the undersigned with respect to such account, however nothing contained in this notice shall alter any obligations which you may otherwise owe to Debtor pursuant to any other agreement.

You are instructed to deliver a copy of this notice by facsimile transmission to Debtor.

Very truly yours,

WILMINGTON TRUST COMPANY,
as the Collateral Agent

By: _____

cc: [NAME OF DEBTOR]

Name:

Title:

RESTRICTED ACCOUNT AGREEMENT

(Access Restricted after Instructions)

This **Restricted Account Agreement** (the "Agreement"), dated as of the date specified on the initial signature page of this Agreement, is entered into by and among [United Subcontractors, Inc.] ("Company"), **Wilmington Trust Company** ("Secured Party") and **Wells Fargo Bank, National Association** ("Bank"), and sets forth the rights of Secured Party and the obligations of Bank with respect to the deposit account(s) of Company at Bank identified at the end of this Agreement as the "Restricted Account(s)". As used in this Agreement, the term "Restricted Account" refers, individually and collectively, to each such deposit account.

- 1. Secured Party's Interest in Restricted Account.** Secured Party represents that it is a collateral agent and/or administrative agent for certain lenders which have extended credit to Company (the "Lenders") and has been granted a security interest in the Restricted Account. Company hereby confirms, and Bank hereby acknowledges, the security interest granted by Company to Secured Party in all of Company's right, title and interest in and to the Restricted Account and all sums now or hereafter on deposit in or payable or withdrawable from the Restricted Account (the "Account Funds"). Except as specifically provided otherwise in this Agreement, Company has given Secured Party complete control over the Account Funds. Secured Party hereby appoints Bank as agent for Secured Party only for the purpose of perfecting the security interest of Secured Party in the Account Funds while they are in the Restricted Account. Company and Secured Party would like to use the Restricted Account Service of Bank described in this Agreement (the "Service") to further the arrangements between Secured Party and Company regarding the Restricted Account and the Account Funds.
- 2. Access to Restricted Account.** Secured Party agrees that Company will be allowed access to the Account Funds until Bank receives, and has had a reasonable opportunity to act upon, written instructions from Secured Party directing that Company no longer have access to any Account Funds (the "Instructions"). Company agrees that the Account Funds should be paid to Secured Party after Bank receives the Instructions, and hereby irrevocably authorizes Bank to comply with the Instructions even if Company objects in any way to the Instructions. Company further agrees that after Bank receives the Instructions, Company will not have any access to any Account Funds.
- 3. Balance Reports.** Bank agrees, at the telephone request of Secured Party on any Business Day (a day on which Bank is open to conduct its regular banking business, other than a Saturday, Sunday or public holiday), to make available to Secured Party a report ("Balance Report") showing the opening available balance in the Restricted Account as of the beginning of such Business Day, either on-line or by facsimile transmission, at Bank's option. Company expressly consents to this transmission of information. Secured Party and Company understand and agree that the opening available balance in the Restricted Account at the beginning of any Business Day will be determined after deducting from the Restricted Account the face amount of all Returned Items (as defined in Section 5 of this Agreement) and Settlement Items (as defined in Section 6 of this Agreement) received by Bank or otherwise presented against the Restricted Account on the immediately preceding Business Day.
- 4. Transfers to Secured Party.** Bank agrees that on each Business Day after it receives the Instructions it will transfer to the Secured Party's account specified at the end of this Agreement with the bank specified at the end of this Agreement or to such other account as Secured Party specifies in the Instructions (in either case, the "Secured Party Account") the full amount of the opening available balance in the Restricted Account at the beginning of such Business Day. Bank will use the Fedwire system to make each funds transfer unless for any reason the Fedwire system is unavailable, in which case Bank will determine the funds transfer system to be used in making each funds transfer and the means by which

each transfer will be made. Bank, Secured Party and Company each agree that Bank will comply with instructions given to Bank by Secured Party directing disposition of funds in the Restricted Account without any further consent by Company. Such instructions shall be given in accordance with the other terms of this Agreement and Bank's standard policies, procedures and documentation in effect from time to time governing the type of disposition requested. Except as otherwise required by law, Bank will not agree with any third party to comply with instructions for disposition of any funds in the Restricted Account originated by such third party.

5. **Returned Items.** Secured Party and Company understand and agree that the face amount ("Returned Item Amount") of each Returned Item will be paid by Bank debiting the Restricted Account, without prior notice to Secured Party or Company. As used in this Agreement, the term "Returned Item" means (i) any item deposited to the Restricted Account and returned unpaid, whether for insufficient funds or for any other reason, and without regard to the timeliness of such return or the occurrence or timeliness of any drawee's notice of non-payment; (ii) any item subject to a claim against Bank of breach of transfer or presentment warranty under the Uniform Commercial Code, as adopted in the applicable state; (iii) any automated clearing house ("ACH") entry credited to the Restricted Account and returned unpaid or subject to an adjustment entry under applicable clearing house rules, whether for insufficient funds or for any other reason, and without regard to the timeliness of such return or adjustment; (iv) any credit to the Restricted Account from a merchant card transaction, against which a contractual demand for chargeback has been made; and (v) any credit to the Restricted Account made in error. Company agrees to pay all Returned Item Amounts immediately on demand, without setoff or counterclaim, to the extent there are not sufficient funds in the Restricted Account to cover the Returned Item Amounts on the day they are to be debited from the Restricted Account. Secured Party agrees to pay all Returned Item Amounts within thirty (30) calendar days after demand, without setoff or counterclaim, to the extent that (i) the Returned Item Amounts are not paid in full by Company within fifteen (15) calendar days after demand on Company by Bank, and (ii) Secured Party has received proceeds from the corresponding Returned Items.
6. **Settlement Items.** Secured Party and Company understand and agree that the face amount ("Settlement Item Amount") of each Settlement Item will be paid by Bank debiting the Restricted Account, without prior notice to Secured Party or Company. As used in this Agreement, the term "Settlement Item" means (i) each check or other payment order drawn on or payable against any controlled disbursement account or other deposit account at any time linked to the Restricted Account by a zero balance account connection (each a "Linked Account"), which Bank cashes or exchanges for a cashier's check or official check over its counters in the ordinary course of business prior to receiving the Instructions and having had a reasonable opportunity to act on them, and which is presented for settlement against the Restricted Account (after having been presented against the Linked Account) after Bank receives the Instructions, (ii) each check or other payment order drawn on or payable against the Restricted Account, which, on the Business Day Bank receives the Instructions, Bank cashes or exchanges for a cashier's check or official check over its counters in the ordinary course of business after Bank's cutoff time for posting, (iii) each ACH credit entry initiated by Bank, as originating depository financial institution, on behalf of Company, as originator, prior to Bank having received the Instructions and having had a reasonable opportunity to act on them, which ACH credit entry settles after Bank receives the Instructions, and (iv) any other payment order drawn on or payable against the Restricted Account, which Bank has paid or funded prior to receiving the Instructions and having had a reasonable opportunity to act on them, and which is first presented for settlement against the Restricted Account in the ordinary course of business after Bank receives the Instructions and has transferred Account Funds to Secured Party under Section 4 of this Agreement. Company agrees to pay all Settlement Item Amounts immediately on demand, without setoff or counterclaim, to the extent there are not sufficient funds in the Restricted Account to cover the Settlement Item Amounts on the day they are to be debited from the Restricted Account. Secured Party agrees to pay all Settlement Item Amounts within thirty (30) calendar days after demand, without setoff or counterclaim, to the extent that (i) the Settlement Item Amounts are not paid in full by Company within fifteen (15) calendar days after demand on Company by Bank, and (ii) Secured Party has received Account Funds under Section 4 of this Agreement.

7. **Bank Fees.** Company agrees to pay all Bank's fees and charges for the maintenance and administration of the Restricted Account and for the treasury management and other account services provided with respect to the Restricted Account (collectively "Bank Fees"), including, but not limited to, the fees for (a) the Balance Reports provided on the Restricted Account, (b) the funds transfer services received with respect to the Restricted Account, (c) Returned Items, (d) funds advanced to cover overdrafts in the Restricted Account (but without Bank being in any way obligated to make any such advances), and (e) duplicate bank statements on the Restricted Account. The Bank Fees will be paid by Bank debiting the Restricted Account on the Business Day that the Bank Fees are due, without notice to Secured Party or Company. If there are not sufficient funds in the Restricted Account to cover fully the Bank Fees on the Business Day they are debited from the Restricted Account, such shortfall or the amount of such Bank Fees will be paid by Company sending Bank a check in the amount of such shortfall or such Bank Fees, without setoff or counterclaim, within fifteen (15) calendar days after demand of Bank. After Bank receives the Instructions, Secured Party agrees to pay the Bank Fees within thirty (30) calendar days after demand, without setoff or counterclaim, to the extent such Bank Fees are not paid in full by Company by check within fifteen (15) calendar days after demand on Company by Bank.
8. **Account Documentation.** Secured Party and Company agree that, except as specifically provided in this Agreement, the Restricted Account will be subject to, and Bank's operation of the Restricted Account will be in accordance with, the terms and provisions of Bank's Commercial Account Agreement or other deposit account agreement governing the Restricted Account ("Account Agreement"). In the event of any conflict between this Agreement (or any portion hereof) and the Account Agreement, the terms of this Agreement shall prevail.
9. **Bank Statements.** After Bank receives the Instructions, Bank will promptly send to Secured Party by United States mail, at the address indicated for Secured Party after its signature to this Agreement or at such other address set forth in the Instructions, duplicate copies of all bank statements on the Restricted Account which are sent to Company. Company and/or Secured Party will have thirty (30) calendar days after receipt of a bank statement to notify Bank of an error in such statement. Bank's liability for such errors is limited as provided in the "Limitation of Liability" section of this Agreement.
10. **Partial Subordination of Bank's Rights.** Bank hereby subordinates to the security interest of Secured Party in the Restricted Account (i) any security interest which Bank may have or acquire in the Restricted Account, and (ii) any right which Bank may have or acquire to set off or otherwise apply any Account Funds against the payment of any indebtedness from time to time owing to Bank from Company, except for debits to the Restricted Account permitted under this Agreement for the payment of Returned Item Amounts, Settlement Item Amounts or Bank Fees.
11. **Bankruptcy Notice; Effect of Filing.** If Bank at any time receives notice of the commencement of a bankruptcy case or other insolvency or liquidation proceeding by or against Company (a "Bankruptcy Notice"), Bank will continue to comply with its obligations under this Agreement, except to the extent that any action required of Bank under this Agreement is prohibited under applicable bankruptcy laws or regulations or is stayed pursuant to the automatic stay imposed under the United States Bankruptcy Code or by order of any court or agency of competent jurisdiction; provided, however, that Bank will not oppose any reasonable efforts by Secured Party to seek appropriate relief from the application of any such laws, regulations or orders to the Restricted Account or Account Funds. With respect to any obligation of Secured Party hereunder which requires prior demand upon Company, the commencement of a bankruptcy case or other insolvency or liquidation proceeding by or against Company shall automatically eliminate the necessity of such demand upon Company by Bank, and shall immediately entitle Bank to make demand on Secured Party with the same effect as if demand had been made upon Company and the time for Company's performance had expired.
12. **Legal Process, Legal Notices and Court Orders.** Bank will comply with any legal process, legal notice or court order it receives if Bank determines in its sole discretion that the legal process, legal notice or court order is legally binding on it; provided, however, that Bank will not oppose any reasonable efforts

by Secured Party to seek appropriate relief from the application of any such legal processes, legal notices or court orders to the Restricted Account or Account Funds.

- 13. Indemnification for Following Instructions.** Secured Party and Company each agree that, notwithstanding any other provision of this Agreement, Bank will not be liable to Secured Party or Company for any losses, liabilities, damages, claims (including, but not limited to, third party claims), demands, obligations, actions, suits, judgments, penalties, costs or expenses, including, but not limited to, attorneys' fees, (collectively, "Losses and Liabilities") suffered or incurred by Secured Party or Company as a result of or in connection with, (a) Bank complying with any binding legal process, legal notice or court order referred to in Section 12 of this Agreement, (b) Bank following any instruction or request of Secured Party, or (c) Bank complying with its obligations under this Agreement. Subject to Section 15, Company will indemnify Bank against any Losses and Liabilities Bank may suffer or incur as a result of or in connection with any of the circumstances referred to in clauses (a) through (c) of this Section 13. Subject to Section 15, to the extent not paid by Company within fifteen (15) calendar days after demand, Secured Party will indemnify Bank against any Losses and Liabilities Bank may suffer or incur as a result of or in connection with any of the circumstances referred to in clause (b) of this Section 13.
- 14. No Representations or Warranties of Bank.** Bank agrees to perform its obligations under this Agreement in a manner consistent with the quality provided when Bank performs similar services for its own account. However, Bank will not be responsible for the errors, acts or omissions of others, such as communications carriers, correspondents or clearinghouses through which Bank may perform its obligations under this Agreement or receive or transmit information in performing its obligations under this Agreement. Secured Party and Company also understand that Bank will not be responsible for any loss, liability or delay caused by wars, failures in communications networks, labor disputes, legal constraints, fires, power surges or failures, earthquakes, civil disturbances or other events beyond Bank's control. **BANK MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICE OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT.**
- 15. Limitation of Liability.** Subject to the exceptions set forth below, Bank will not be responsible for any Losses and Liabilities due to any cause other than its own negligence or breach of this Agreement, in which case its liability to Secured Party and Company shall, unless otherwise provided by any law which cannot be varied by contract, be limited to direct money damages in an amount not to exceed ten (10) times all the Bank Fees charged or incurred during the calendar month immediately preceding the calendar month in which such Losses and Liabilities occurred (or, if no Bank Fees were charged or incurred in such preceding month, ten (10) times all the Bank Fees charged or incurred in the month in which the Losses and Liabilities occurred). Company will indemnify Bank against all Losses and Liabilities suffered or incurred by Bank as a result of third party claims; provided, however, that to the extent such Losses and Liabilities are directly caused by Bank's negligence or breach of this Agreement such indemnity will only apply to those Losses and Liabilities which exceed the liability limitation specified in the preceding sentence. The limitation of Bank's liability and the indemnification by Company set out above will not be applicable to the extent any Losses and Liabilities of any party to this Agreement are directly caused by Bank's gross negligence or willful misconduct. **IN NO EVENT WILL BANK BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, WHETHER THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN TO BANK AND REGARDLESS OF THE FORM OF THE CLAIM OR ACTION, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM OR ACTION ALLEGING GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FAILURE TO EXERCISE REASONABLE CARE OR FAILURE TO ACT IN GOOD FAITH.** Any action against Bank by Company or Secured Party under or related to this Agreement must be brought within twelve (12) months after the cause of action accrues.

16. **Termination.** This Agreement and the Service may be terminated by Secured Party or Bank at any time by either of them giving thirty (30) calendar days prior written notice of such termination to the other parties to this Agreement at their contact addresses specified after their signatures to this Agreement; provided, however, that this Agreement and the Service may be terminated immediately upon written notice from Bank to Company and Secured Party should Company or Secured Party fail to make any payment when due to Bank from Company or Secured Party under the terms of this Agreement. Company's and Secured Party's obligation to report errors in funds transfers and bank statements and to pay Returned Items Amounts, Settlement Item Amounts, and Bank Fees, as well as the indemnifications made, and the limitations on the liability of Bank accepted, by Company and Secured Party under this Agreement will continue after the termination of this Agreement and/or the closure of the Restricted Account with respect to all the circumstances to which they are applicable existing or occurring before such termination or closure, and any liability of any party to this Agreement, as determined under the provisions of this Agreement, with respect to acts or omissions of such party prior to such termination or closure will also survive such termination or closure. Upon any termination of this Agreement and the Service or closure of the Restricted Account all collected and available balances in the Restricted Account on the date of such termination or closure will be transferred to Secured Party as requested by Secured Party in writing to Bank.
17. **Modifications, Amendments, and Waivers.** This Agreement may not be modified or amended, or any provision thereof waived, except in a writing signed by all the parties to this Agreement.
18. **Notices.** All notices from one party to another shall be in writing, or be made by a tele-communications device capable of creating a written record, shall be delivered to Company, Secured Party and/or Bank at their contact addresses specified after their signatures to this Agreement, or any other address of any party notified to the other parties in writing, and shall be effective upon receipt. Any notice sent by a party to this Agreement to another party shall also be sent to all other parties to this Agreement. Bank is authorized by Company and Secured Party to act on any instructions or notices received by Bank if (a) such instructions or notices purport to be made in the name of Secured Party, (b) Bank reasonably believes that they are so made, and (c) they do not conflict with the terms of this Agreement as such terms may be amended from time to time, unless such conflicting instructions or notices are supported by a court order.
19. **Successors and Assigns.** Neither Company nor Secured Party may assign or transfer its rights or obligations under this Agreement to any person or entity without the prior written consent of Bank, which consent will not be unreasonably withheld. Bank may not assign or transfer its rights or obligations under this Agreement to any person or entity without the prior written consent of Secured Party, which consent will not be unreasonably withheld; provided, however, that no such consent will be required if such assignment or transfer takes place as part of a merger, acquisition or corporate reorganization affecting Bank.
20. **Governing Law.** Company and Secured Party understand that Bank's provision of the Service under this Agreement is subject to federal laws and regulations. To the extent that such federal laws and regulations are not applicable this Agreement shall be governed by and be construed in accordance with the laws of the state in which the office of Bank that maintains the Restricted Account is located, without regard to such state's conflict of laws principles.
21. **Severability.** To the extent that this Agreement or the Service to be provided under this Agreement are inconsistent with, or prohibited or unenforceable under, any applicable law or regulation, they will be deemed ineffective only to the extent of such prohibition or unenforceability and be deemed modified and applied in a manner consistent with such law or regulation. Any provision of this Agreement which is deemed unenforceable or invalid in any jurisdiction shall not affect the enforceability or validity of the remaining provisions of this Agreement or the same provision in any other jurisdiction.

- 22. 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 and hereto were upon the same instrument.
- 23. Entire Agreement.** This Agreement, together with the Account Agreement, contains the entire and only agreement among all the parties to this Agreement and between Bank and Company, and Bank and Secured Party, with respect to (a) the Service, (b) the interest of Secured Party and the Lenders in the Account Funds and the Restricted Account, and (c) Bank's obligations to Secured Party and the Lenders in connection with the Account Funds and the Restricted Account.

[SIGNATURE PAGE FOLLOWS]

This Agreement has been signed by the duly authorized officers or representatives of Company, Secured Party and Bank on the date specified below.

Date:

Restricted Account Number(s):

See attached Exhibit A

Secured Party Account Number:

Bank of Secured Party Account:

[UNITED SUBCONTRACTORS, INC.]

WILMINGTON TRUST COMPANY

By:

By:

Name: Timothy J. Gallagher

Name: James A. Hanley

Title: Chief Financial Officer

Title: Assistant Vice President

Address for Notices:

Address for Notices:

5201 Eden Avenue, Suite 220

Rodney Square North

1100 North Market Street

Edina, MN 55436

Wilmington, DE 19890-1605

Attn: Timothy J. Gallagher

Attn: James A. Hanley

Wells Fargo Bank, National Association

By:

Name:

Title:

Address for Notices:

Attn:

EXHIBIT A

**UNITED SUBCONTRACTORS, INC.
RESTRICTED ACCOUNT NUMBER LISTING**

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of [], is entered into by [], a [], [], a [] [] (collectively, the "Grantors") and WILMINGTON TRUST COMPANY., as collateral agent for the Secured Parties (in such capacity the "Collateral Agent").

WHEREAS, pursuant to the Security Agreement (as defined below), Grantors are granting a security interest to the Collateral Agent in substantially all of their personal property whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks (as defined below) listed on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement, dated as of June [], 2009, among the Grantors and the Collateral Agent (the "Security Agreement").

SECTION 2. Grant of Security Interest in Trademark Collateral. To secure its respective Secured Obligations, each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations, and applications for any of the foregoing, including the registrations and applications referred to on Schedule A hereto (collectively, "Trademarks");
- (b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule A hereto (collectively, "Trademark License");
- (c) all extensions or renewals of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;
- (e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and
- (f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the applicable Secured Parties pursuant to the Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Modification of Agreement. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining the applicable Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by such Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest.

SECTION 5. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.**

SECTION 6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and the Grantors and their respective successors and assigns. The Grantors shall not, without the prior written consent of the Collateral Agent assign any right, duty or obligation hereunder.

SECTION 7. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

[EACH GRANTOR]

By: _____

Name:

Title:

WILMINGTON TRUST COMPANY,
as the Collateral Agent

By: _____

Name: James A. Hanley

Title: Vice President

TRADEMARK SECURITY AGREEMENT

I. U.S. REGISTERED TRADEMARKS AND APPLICATION

Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner

COPYRIGHT SECURITY AGREEMENT

This Copyright Security Agreement (this "Agreement"), dated as of [] is entered into by [_____
_____, a [_____, [_____, a [_____] [_____] (collectively, the "Grantors") and
WILMINGTON TRUST COMPANY, as collateral agent for the Secured Parties (in such capacity the "Collateral
Agent").

WHEREAS, pursuant to the Security Agreement (as defined below), Grantors are granting a security interest to the Collateral Agent in substantially all of their personal property whether now owned or existing or hereafter acquired or arising and wherever located, including the Copyrights (as defined below) listed on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement, dated as of June [], 2009 among the Grantors and the Collateral Agent (the "Security Agreement").

SECTION 2. Grant of Security Interest in Copyright Collateral. To secure its respective Secured Obligations, each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Copyright Collateral"):

(a) all United States, and foreign copyrights (including community designs), including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17U.S.C. 901 of the U.S. copyright Act), whether registered or unregistered to which it is a party including all registrations and applications referred to on Schedule A hereto (collectively, "Copyrights");

(b) any and all agreements providing for the granting of any right in or to Copyrights (whether or not such Grantor is licensee or licensor thereunder) including those referred to on Schedule A hereto (collectively, "Copyright Licenses");

(c) all extensions and renewals thereof;

(d) all rights corresponding thereto throughout the world;

(e) all rights to sue for past, present and future infringements thereof, and

(f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the applicable Secured Parties pursuant to the Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Copyright Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of

this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Modification of Agreement. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining the applicable Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Copyrights or any Copyrights acquired or developed by such Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest.

SECTION 5. Governing Law: THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

SECTION 6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and the Grantors and their respective successors and assigns. The Grantors shall not, without the prior written consent of the Collateral Agent assign any right, duty or obligation hereunder.

SECTION 7. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

[EACH GRANTOR]

By: _____
Name:
Title:

WILMINGTON TRUST COMPANY,
as the Collateral Agent

By: _____
Name:
Title:

COPYRIGHT SECURITY AGREEMENT

U.S. REGISTERED COPYRIGHTS AND APPLICATIONS

Copyright	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner

PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Agreement"), dated as of [] is entered into by [], a [], [], a [] [] (collectively, the "Grantors") and Wilmington Trust Company, as Collateral Agent for the Secured Parties (in such capacity the "Collateral Agent").

WHEREAS, pursuant to the Security Agreement (as defined below), Grantors are granting a security interest to the Collateral Agent in substantially all of their personal property whether now owned or existing or hereafter acquired or arising and wherever located, including the Patents (as defined below) listed on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement, dated as of June [], 2009 among the Grantors and the Collateral Agent (the "Security Agreement").

SECTION 2. Grant of Security Interest in Patent Collateral. To secure its respective Secured Obligations, each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing (collectively, "Patents"), including, but not limited to, each patent and patent application referred to on Schedule A hereto (as such schedule may be amended or supplemented from time to time);

(b) all agreements providing for the granting of any right in or to Patents (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule A hereto (collectively, "Patent License");

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof;

(d) all rights corresponding thereto throughout the world;

(e) all inventions and improvements described therein;

(f) all rights to sue for past, present and future infringements thereof;

(g) all licenses, claims, damages, and proceeds of suit arising therefrom; and

(h) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the applicable

Secured Parties pursuant to the Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of his Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Modification of Agreement. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining the applicable Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Patent or any Patents acquired or developed by such Grantor after the execution hereof or to delete any reference to any right, title or interest in any Patents in which such Grantor no longer has or claims any right, title or interest.

SECTION 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

SECTION 6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and the Grantors and their respective successors and assigns. The Grantors shall not, without the prior written consent of the Collateral Agent given assign any right, duty or obligation hereunder.

SECTION 7. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

[EACH GRANTOR]

By: _____
Name:
Title:

WILMINGTON TRUST COMPANY,
as the Collateral Agent

By: _____
Name:
Title:

SCHEDULE A

PATENT SECURITY AGREEMENT

U.S. REGISTERED PATENTS AND APPLICATIONS

Patent	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner