

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM397778

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Pledge and Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
A-Turf, Inc.		07/29/2016	Corporation: NEW YORK
Surface America, Inc.		07/29/2016	Corporation: NEW YORK
Ecore International Inc.		07/29/2016	Corporation: PENNSYLVANIA
SpectraSystems, Inc.		07/29/2016	Corporation: PENNSYLVANIA
Dodge Delaware Inc.		07/29/2016	Corporation: DELAWARE
Dodge Realty Partners, LP		07/29/2016	Limited Partnership: PENNSYLVANIA

## RECEIVING PARTY DATA

<b>Name:</b>	DFJ Element, L.P., as Agent
<b>Street Address:</b>	100 Matsonford Road, Three Radnor Corporate Center, Suite 400
<b>City:</b>	Radnor
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19087
<b>Entity Type:</b>	Limited Partnership: DELAWARE

## PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	3593798	A-TURF
Registration Number:	3126212	COLORMILL
Registration Number:	4311490	ECO 98
Registration Number:	4926678	ECO RX
Registration Number:	3378110	ECOSURFACES
Registration Number:	3667447	ECOTRAIL
Registration Number:	3026669	ELASTOFLOOR
Registration Number:	1854672	EVERLAST
Registration Number:	4720726	ITSTRU
Registration Number:	1871418	PLAYBOUND
Registration Number:	1639178	PLAYGUARD
Registration Number:	2716615	PLAYPOUR
Registration Number:	3925756	PUZZLETILE
Registration Number:	3775515	QT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2206155	SPECTRAPOUR
Registration Number:	2168094	SPECTRATURF
Registration Number:	2960753	ATURF ATHLETIC SURFACING . . . SYNTHETIC
Registration Number:	1903020	SURFACEAMERICA
Registration Number:	3573437	TRAINING GROUND
Registration Number:	3645336	TRANSMAT
Registration Number:	3645337	ULTRATILE
Serial Number:	86723222	GALAXY RX
Serial Number:	86723221	TERRAINRX
Serial Number:	86723218	FOREST RX
Serial Number:	86723214	MONSTER ROLL
Serial Number:	86723224	BUILT BY YES

#### CORRESPONDENCE DATA

Fax Number: 6173417701

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Linda A. Salera

SIGNATURE: /Linda A. Salera/

DATE SIGNED: 09/08/2016

#### Total Attachments: 55

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND INTERESTS GRANTED TO AGENT PURSUANT TO THIS PLEDGE AND SECURITY AGREEMENT OR OTHERWISE REFERENCED HEREIN, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY AGENT WITH RESPECT THERETO ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT BY AND AMONG THE AGENT AND JPMORGAN CHASE BANK, N.A, A NATIONAL BANKING ASSOCIATION, IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS SENIOR PLEDGE AND SECURITY AGREEMENT, WITH RESPECT TO SUCH MATTERS, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

## PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, this "Security Agreement") is entered into as of July 29, 2016 by and among ECORE INTERNATIONAL INC., a Pennsylvania corporation (the "Borrower"), SURFACE AMERICA, INC., a New York corporation ("Surface America"), A-TURF, INC., a New York corporation ("A-Turf"), SPECTRASYSTEMS, INC., a Pennsylvania corporation ("SpectraSystems"), DODGE REALTY PARTNERS, LP, a Pennsylvania limited partnership ("Dodge Realty"), and DODGE DELAWARE INC., a Delaware corporation ("Dodge Delaware"), and any additional entities which become parties to this Security Agreement by executing a Security Agreement Supplement hereto in substantially the form of Annex I hereto (such additional entities, together with the Borrower, Surface America, A-Turf, SpectraSystems, Dodge Realty, and Dodge Delaware, each a "Grantor", and collectively, the "Grantors"), and DFJ ELEMENT, L.P., in its capacity as collateral agent (the "Agent") for the lenders party to the Senior Subordinated Loan Agreement referred to below.

## PRELIMINARY STATEMENT

The Borrower, each Grantor as a Loan Guarantor, the other Loan Parties and the Lenders are entering into a Senior Subordinated Term Loan Agreement dated as of even date herewith (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Senior Subordinated Loan Agreement"). Each Grantor is entering into this Security Agreement in order to induce the Lenders to enter into and extend credit to the Borrower under the Senior Subordinated Loan Agreement and to secure the Obligations that it has agreed to guarantee pursuant to Article X of the Senior Subordinated Loan Agreement.

ACCORDINGLY, the Grantors and the Agent, on behalf of the Secured Parties, hereby agree as follows:

## ARTICLE I DEFINITIONS

1.1. Terms Defined in Senior Subordinated Loan Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Senior Subordinated Loan Agreement.

1.2. Terms Defined in UCC. Terms defined in the UCC which are not otherwise defined in this Security Agreement are used herein as defined in the UCC.

DJF Element, L.P./Ecore (Pledge and Security Agreement)

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**TRADEMARK**  
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1.3. Definitions of Certain Terms Used Herein. As used in this Security Agreement, in addition to the terms defined in the first paragraph hereof and in the Preliminary Statement, the following terms shall have the following meanings:

“Accounts” shall have the meaning set forth in Article 9 of the UCC.

“Article” means a numbered article of this Security Agreement, unless another document is specifically referenced.

“Chattel Paper” shall have the meaning set forth in Article 9 of the UCC.

“Closing Date” means the date of the Senior Subordinated Loan Agreement.

“Collateral” shall have the meaning set forth in Article II.

“Collateral Access Agreement” means any landlord waiver or other agreement, in form and substance satisfactory to the Agent, between the Agent and any third party (including any bailee, consignee, customs broker, or other similar Person) in possession of any Collateral or any landlord of any real property where any Collateral is located, as such landlord waiver or other agreement may be amended, restated, supplemented or otherwise modified from time to time.

“Collateral Report” means any certificate (including any Borrowing Base Certificate), report or other document delivered by any Grantor to the Agent or any Lender with respect to the Collateral pursuant to any Loan Document.

“Commercial Tort Claims” means commercial tort claims as defined in Article 9 of the UCC, including each commercial tort claim specifically described on Exhibit I.

“Control” shall have the meaning set forth in Article 8 or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the UCC.

“Copyrights” means, with respect to any Person, all of such Person’s right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

“Default” means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

“Deposit Account Control Agreement” means an agreement, in form and substance satisfactory to the Agent, among any Loan Party, a banking institution holding such Loan Party’s funds, and the Agent with respect to collection and control of all deposits and balances held in a deposit account maintained by such Loan Party with such banking institution.

“Deposit Accounts” shall have the meaning set forth in Article 9 of the UCC.

“Documents” shall have the meaning set forth in Article 9 of the UCC.

“Equipment” shall have the meaning set forth in Article 9 of the UCC.

“Event of Default” means an event described in Section 5.1.

“Exhibit” refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced.

“Fixtures” shall have the meaning set forth in Article 9 of the UCC.

“General Intangibles” shall have the meaning set forth in Article 9 of the UCC.

“Goods” shall have the meaning set forth in Article 9 of the UCC.

“Instruments” shall have the meaning set forth in Article 9 of the UCC.

“Inventory” shall have the meaning set forth in Article 9 of the UCC.

“Investment Property” shall have the meaning set forth in Article 9 of the UCC.

“Lenders” means the lenders party to the Senior Subordinated Loan Agreement and their successors and assigns.

“Letter-of-Credit Rights” shall have the meaning set forth in Article 9 of the UCC.

“Licenses” means, with respect to any Person, all of such Person’s right, title, and interest in and to (a) any and all licensing agreements or similar arrangements in and to its Patents, Copyrights, or Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

“Patents” means, with respect to any Person, all of such Person’s right, title, and interest in and to: (a) any and all patents and patent applications; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world.

“Pledged Collateral” means all Instruments, Securities and other Investment Property of the Grantors, whether or not physically delivered to the Agent pursuant to this Security Agreement.

“Receivables” means the Accounts, Chattel Paper, Documents, Investment Property, Instruments and any other rights or claims to receive money which are General Intangibles or which are otherwise included as Collateral.

“Section” means a numbered section of this Security Agreement, unless another document is specifically referenced.

“Secured Parties” shall have the meaning set forth in the Senior Subordinated Loan Agreement.

“Security” shall have the meaning set forth in Article 8 of the UCC.

"Security Agreement Supplement" shall mean any Security Agreement Supplement to this Security Agreement in substantially the form of Annex I hereto executed by an entity that becomes a Grantor under this Security Agreement after the date hereof.

"Senior Lenders' Administrative Agent" shall have the meaning set forth in the Senior Subordinated Loan Agreement.

"Stock Rights" means all dividends, instruments or other distributions and any other right or property which the Grantors shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any Equity Interest constituting Collateral, any right to receive an Equity Interest and any right to receive earnings, in which the Grantors now have or hereafter acquire any right, issued by an issuer of such Equity Interest.

"Supporting Obligations" shall have the meaning set forth in Article 9 of the UCC.

"Trademarks" means, with respect to any Person, all of such Person's right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

"UCC" means the Uniform Commercial Code, as in effect from time to time, of the State of New York or of any other state the laws of which are required as a result thereof to be applied in connection with the attachment, perfection or priority of, or remedies with respect to, Agent's or any other Secured Party's Lien on any Collateral.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

## ARTICLE II GRANT OF SECURITY INTEREST

Each Grantor hereby pledges, assigns and grants to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located (all of which will be collectively referred to as the "Collateral"), including:

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Copyrights, Patents and Trademarks;
- (iv) all Documents;
- (v) all Equipment;
- (vi) all Fixtures;
- (vii) all General Intangibles;

- (viii) all Goods;
- (ix) all Instruments;
- (x) all Inventory;
- (xi) all Investment Property;
- (xii) all cash or cash equivalents;
- (xiii) all letters of credit, Letter-of-Credit Rights and Supporting Obligations;
- (xiv) all Deposit Accounts with any bank or other financial institution;
- (xv) all Commercial Tort Claims;
- (xvi) all Pledged Collateral; and
- (xvii) all accessions to, substitutions for and replacements, proceeds (including Stock Rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing;

to secure the complete payment and performance when due of the Obligations.

### ARTICLE III REPRESENTATIONS AND WARRANTIES

Each Grantor represents and warrants, and each Grantor that becomes a party to this Security Agreement pursuant to the execution of a Security Agreement Supplement represents and warrants (after giving effect to supplements, if any, to each of the Exhibits hereto with respect to such Grantor as attached to such Security Agreement Supplement), to the Agent and the Secured Parties that:

3.1. Title, Authorization, Validity, Enforceability, Perfection and Priority. Such Grantor has good and valid rights in or the power to transfer the Collateral and title to the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Liens permitted under Section 4.1(e), and has full power and authority to grant to the Agent the security interest in the Collateral pursuant hereto. The execution and delivery by such Grantor of this Security Agreement has been duly authorized by proper corporate, limited liability company, or partnership proceedings (as applicable) of such Grantor, and this Security Agreement constitutes a legal, valid and binding obligation of such Grantor and creates a security interest which is enforceable against such Grantor in all Collateral it now owns or hereafter acquires, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law. When financing statements have been filed in the appropriate offices against such Grantor in the locations listed on Exhibit H, the Agent will have a fully perfected security interest in that Collateral of such Grantor in which a security interest may be perfected by filing, which security interest shall be prior to all other Liens on the Collateral, except for the Lien of the Senior Lenders' Administrative Agent, and otherwise subject to the other Liens permitted under Section 4.1(e).

3.2. Type and Jurisdiction of Organization, Organizational and Identification Numbers. The type of entity of such Grantor, its state of organization, the organizational number issued to it by its state of organization and its federal employer identification number are set forth on Exhibit A.

3.3. Principal Location. Such Grantor's mailing address, which shall be its address for notices and other communications provided for herein and the location of its place of business (if it has only one) or its chief



executive office (if it has more than one place of business), is disclosed in Exhibit A; such Grantor has no other places of business except those set forth in Exhibit A.

3.4. Collateral Locations. All of such Grantor's locations where Collateral is located are listed on Exhibit A. All of said locations are owned by such Grantor except for locations (i) which are leased by the Grantor as lessee and designated in Part VII(b) of Exhibit A and (ii) at which Inventory is held in a public warehouse or is otherwise held by a bailee or on consignment as designated in Part VII(c) of Exhibit A.

3.5. Deposit Accounts. All of such Grantor's Deposit Accounts are listed on Exhibit B.

3.6. Exact Names. Such Grantor's name in which it has executed this Security Agreement is the exact name as it appears in such Grantor's organizational documents, as amended, as filed with such Grantor's jurisdiction of organization. Such Grantor has not, during the past five years, been known by or used any other corporate or fictitious name, or been a party to any merger or consolidation, or been a party to any acquisition.

3.7. Letter-of-Credit Rights and Chattel Paper. Exhibit C lists all Letter-of-Credit Rights and Chattel Paper of such Grantor. All action by such Grantor necessary or desirable to protect and perfect the Agent's Lien on each item listed on Exhibit C (including the delivery of all originals and the placement of a legend on all Chattel Paper as required hereunder) has been duly taken. The Agent will have a fully perfected security interest in the Collateral listed on Exhibit C, which security interest shall be prior to all other Liens on such Collateral, except for the Lien of the Senior Lenders' Administrative Agent, and otherwise subject to the other Liens permitted under Section 4.1(e).

3.8. Accounts and Chattel Paper. The names of the obligors, amounts owing, due dates and other information with respect to its Accounts and Chattel Paper are and will be correctly stated in all records of such Grantor relating thereto. As of the time when each Account or each item of Chattel Paper arises, such Grantor shall be deemed to have represented and warranted that such Account or Chattel Paper, as the case may be, and all records relating thereto, are genuine and in all respects what they purport to be

3.9. Inventory. With respect to any of its Inventory (a) such Inventory (other than Inventory in transit) is located at one of such Grantor's locations set forth on Exhibit A, (b) no Inventory (other than Inventory in transit) is now, or shall at any time or times hereafter be, stored at any other location except as permitted by Section 4.1(g), (c) such Grantor has good, indefeasible and merchantable title to such Inventory and such Inventory is not subject to any Lien or security interest or document whatsoever except for the security interest granted to the Agent hereunder, for the benefit of the Agent and Secured Parties, the security interest granted to the Senior Lenders' Administrative Agent under the Senior Credit Documents, and any other Permitted Encumbrances, (d) such Inventory is not subject to any licensing, patent, royalty, trademark, trade name or copyright agreements with any third parties which would require any consent of any third party upon sale or disposition of that Inventory or the payment of any monies to any third party upon such sale or other disposition, (e) such Inventory has been produced in accordance with the Federal Fair Labor Standards Act of 1938, as amended, and all rules, regulations and orders thereunder, and (f) the completion of manufacture, sale or other disposition of such Inventory by the Agent following an Event of Default shall not require the consent of any Person and shall not constitute a breach or default under any contract or agreement to which such Grantor is a party or to which such property is subject.

3.10. Intellectual Property. Such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Exhibit D. This Security Agreement is effective to create a valid and continuing Lien and, upon filing of appropriate financing statements in the offices listed on Exhibit H and this Security Agreement with the United States Copyright Office and the United States Patent and Trademark Office, as applicable, fully perfected security interests in favor of the Agent on such Grantor's Patents, Trademarks and Copyrights, which security interests shall be prior to all other Liens on such Collateral, except for the Lien of the Senior Lenders' Administrative Agent, and otherwise subject to the other Liens permitted

under Section 4.1(c). Such perfected security interests are enforceable as such as against any and all creditors of and purchasers from such Grantor; and all action necessary or desirable to protect and perfect the Agent's Lien on such Grantor's Patents, Trademarks or Copyrights shall have been duly taken.

3.11. Filing Requirements. None of its Equipment is covered by any certificate of title, except for the vehicles described in Part I of Exhibit E. None of the Collateral owned by it is of a type for which security interests or liens may be perfected by filing under any federal statute except for (a) the vehicles described in Part II of Exhibit E and (b) Patents, Trademarks and Copyrights held by such Grantor and described in Exhibit D. The legal description, county and street address of each property on which any Fixtures are located is set forth in Exhibit F together with the name and address of the record owner of each such property.

3.12. No Financing Statements, Security Agreements. No financing statement or security agreement describing all or any portion of the Collateral which has not lapsed or been terminated (by a filing authorized by the secured party in respect thereof) naming such Grantor as debtor has been filed or is of record in any jurisdiction except for financing statements or security agreements (a) naming the Agent on behalf of the Secured Parties as the secured party and (b) in respect to other Liens permitted under Section 6.02 of the Senior Subordinated Loan Agreement.

3.13. Pledged Collateral.

(a) Exhibit G sets forth a complete and accurate list of all of the Pledged Collateral owned by such Grantor. Such Grantor is the direct, sole beneficial owner and sole holder of record of the Pledged Collateral listed on Exhibit G as being owned by it, free and clear of any Liens, except for the security interest granted to the Agent for the benefit of the Secured Parties hereunder and Permitted Encumbrances. Such Grantor further represents and warrants that (i) all Pledged Collateral owned by it constituting an Equity Interest has been (to the extent such concepts are relevant with respect to such Pledged Collateral) duly authorized, validly issued, and are fully paid and non-assessable, (ii) subject to the terms of the Intercreditor Agreement, with respect to any certificates delivered to the Agent representing an Equity Interest, either such certificates are Securities as defined in Article 8 of the UCC as a result of actions by the issuer or otherwise, or, if such certificates are not Securities, such Grantor has so informed the Agent so that the Agent may take steps to perfect its security interest therein as a General Intangible, (iii) subject to the terms of the Intercreditor Agreement, all such Pledged Collateral held by a securities intermediary is covered by a control agreement among such Grantor, the securities intermediary and the Agent pursuant to which the Agent has Control and (iv) all Pledged Collateral which represents Indebtedness owed to such Grantor has been duly authorized, authenticated or issued and delivered by the issuer of such Indebtedness, is the legal, valid and binding obligation of such issuer and such issuer is not in default thereunder.

(b) In addition, (i) none of the Pledged Collateral owned by it has been issued or transferred in violation of the securities registration, securities disclosure or similar laws of any jurisdiction to which such issuance or transfer may be subject, (ii) no options, warrants, calls or commitments of any character whatsoever (A) exist relating to such Pledged Collateral or (B) obligate the issuer of any Equity Interest included in the Pledged Collateral to issue additional Equity Interests, and (iii) no consent, approval, authorization, or other action by, and no giving of notice to, or filing with, any governmental authority or any other Person is required for the pledge by such Grantor of such Pledged Collateral pursuant to this Security Agreement or for the execution, delivery and performance of this Security Agreement by such Grantor, or for the exercise by the Agent of the voting or other rights provided for in this Security Agreement or for the remedies in respect of the Pledged Collateral pursuant to this Security Agreement, except as may be required in connection with such disposition by laws affecting the offering and sale of securities generally.

(c) Except as set forth in Exhibit G, such Grantor owns 100% of the issued and outstanding Equity Interests which constitute Pledged Collateral owned by it and none of the Pledged Collateral which

represents Indebtedness owed to such Grantor is subordinated in right of payment to other Indebtedness or subject to the terms of an indenture.

#### ARTICLE IV COVENANTS

From the date of this Security Agreement and thereafter until this Security Agreement is terminated pursuant to the terms hereof, each Grantor party hereto as of the date hereof agrees, and from and after the effective date of any Security Agreement Supplement applicable to any Grantor (and after giving effect to supplements, if any, to each of the Exhibits hereto with respect to such subsequent Grantor as attached to such Security Agreement Supplement) and thereafter until this Security Agreement is terminated pursuant to the terms hereof, each such additional Grantor agrees that:

##### 4.1. General.

(a) Collateral Records. Such Grantor will maintain complete and accurate books and records with respect to the Collateral owned by it, and furnish to the Agent and Lender (with sufficient copies for each of the Lenders), such reports relating to such Collateral as the Agent or the Required Lenders shall from time to time request.

(b) Authorization to File Financing Statements; Ratification. Such Grantor hereby authorizes the Agent to file, and if requested will deliver to the Agent, all financing statements and subject to the terms of the Intercreditor Agreement, other documents and take such other actions as may from time to time be requested by the Agent in order to maintain a perfected security interest in and, if applicable, Control of, the Collateral owned by such Grantor, which security interest shall be prior to all other Liens on such Collateral, except for the Lien of the Senior Lenders' Administrative Agent, and otherwise subject to the other Liens permitted under Section 4.1(e). Any financing statement filed by the Agent may be filed in any filing office in any UCC jurisdiction and may (i) indicate such Grantor's Collateral (1) as all assets of the Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC of such jurisdiction, or (2) by any other description which reasonably approximates the description contained in this Security Agreement, and (ii) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (A) whether such Grantor is an organization, the type of organization and any organization identification number issued to such Grantor, and (B) in the case of a financing statement filed as a fixture filing or indicating such Grantor's Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Such Grantor also agrees to furnish any such information described in the foregoing sentence to the Agent and Lenders promptly upon request of the Agent or the Required Lenders. Such Grantor also ratifies its authorization for the Agent to have filed in any UCC jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

(c) Further Assurances. Such Grantor will, if so requested by the Agent or the Required Lenders, furnish to the Agent and Lenders, as often as the Agent or Required Lenders reasonably requests, statements and schedules further identifying and describing the Collateral owned by it and such other reports and information in connection with its Collateral as the Agent or the Required Lenders may reasonably request, all in such detail as the Agent or Required Lenders may specify. Such Grantor also agrees to take any and all actions necessary to defend title to the Collateral against all persons and to defend the security interest of the Agent in its Collateral and the priority thereof against any Lien not expressly permitted hereunder.

(d) Disposition of Collateral. Such Grantor will not sell, lease or otherwise dispose of the Collateral except for dispositions specifically permitted pursuant to Section 6.05 of the Senior Subordinated Loan Agreement.

(e) Liens. Such Grantor will not create, incur, or suffer to exist any Lien on the Collateral except (i) the security interest created by this Security Agreement, (ii) the Liens granted to the Senior Lenders' Administrative Agent under the Credit Documents, and (iii) the other Liens permitted under Section 6.02 of the Senior Subordinated Loan Agreement.

(f) Other Financing Statements. Such Grantor will not authorize the filing of any financing statement naming it as debtor covering all or any portion of the Collateral owned by it, except for financing statements (i) naming the Agent on behalf of the Secured Parties as the secured party, and (ii) in respect to other Liens permitted under Section 6.02 of the Senior Subordinated Loan Agreement. Such Grantor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement without the prior written consent of the Agent, subject to such Grantor's rights under Section 9-509(d)(2) of the UCC.

(g) Locations. Such Grantor will not (i) maintain any Collateral owned by it at any location other than those locations listed on Exhibit A or disclosed to Agent pursuant to clause (ii) of this Section, (ii) otherwise change, or add to, such locations without providing the Agent with thirty (30) days prior written notice of such change or addition and thereafter using commercially reasonable efforts to obtain a Collateral Access Agreement for each such location to the extent required by the Senior Subordinated Loan Agreement, or (iii) change its principal place of business or chief executive office from the location identified on Exhibit A, without providing the Agent with thirty (30) days prior written notice of such change and complying with the requirements of Section 4.15 of this Security Agreement.

(h) Compliance with Terms. Such Grantor will perform and comply in all material respects with all obligations in respect of the Collateral owned by it and all agreements to which it is a party or by which it is bound relating to such Collateral.

#### 4.2. Receivables.

(a) Certain Agreements on Receivables. Such Grantor will not make or agree to make any discount, credit, rebate or other reduction in the original amount owing on a Receivable or accept in satisfaction of a Receivable less than the original amount thereof, except that, prior to the occurrence of an Event of Default, such Grantor may reduce the amount of Accounts arising from the sale of Inventory in accordance with its present policies and in the ordinary course of business.

(b) Collection of Receivables. Except as otherwise provided in this Security Agreement, such Grantor will collect and enforce, at such Grantor's sole expense, all amounts due or hereafter due to such Grantor under the Receivables owned by it.

(c) Delivery of Invoices. Such Grantor will deliver to the Agent immediately upon its request after the occurrence and during the continuation of an Event of Default duplicate invoices with respect to each Account owned by it bearing such language of assignment as the Agent shall specify.

(d) Reserved.

(e) Electronic Chattel Paper. Such Grantor shall take all steps necessary to grant the Agent Control of all electronic chattel paper in accordance with the UCC and all "transferable records" as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

#### 4.3. Inventory and Equipment.

(a) Maintenance of Goods. Such Grantor will do all things necessary to maintain, preserve, protect and keep its Inventory and the Equipment in good repair and working and saleable condition, except for damaged or defective goods arising in the ordinary course of such Grantor's business and except for ordinary wear and tear in respect of the Equipment.

(b) Reserved.

(c) Inventory Count; Perpetual Inventory System. Such Grantor will conduct a physical count of its Inventory at least once per fiscal year, and after and during the continuation of an Event of Default, at such other times as the Agent requests. Such Grantor, at its own expense, shall deliver to the Agent the results of each physical verification, which such Grantor has made, or has caused any other Person to make on its behalf, of all or any portion of its Inventory. Such Grantor will maintain a perpetual inventory reporting system at all times.

(d) Equipment. Such Grantor shall not permit any Equipment to become a fixture with respect to real property or to become an accession with respect to other personal property with respect to which real or personal property the Agent does not have a Lien. Such Grantor will not, without the Agent's prior written consent, alter or remove any identifying symbol or number on any of such Grantor's Equipment constituting Collateral.

(e) Titled Vehicles. To the extent any Grantor is required to provide a Lien to the Senior Lenders' Administrative Agent, but subject to the terms of the Intercreditor Agreement, such Grantor will give the Agent notice of its acquisition of any vehicle covered by a certificate of title and deliver to the Agent, upon request, the original of any vehicle title certificate and provide and/or file all other documents or instruments necessary to have the Lien of the Agent noted on any such certificate or with the appropriate state office.

4.4. Delivery of Instruments, Securities, Chattel Paper and Documents. Subject to the provisions of the Intercreditor Agreement, such Grantor will (a) deliver to the Agent immediately upon execution of this Security Agreement the originals of all Chattel Paper, Securities and Instruments constituting Collateral owned by it (if any then exist), (b) hold in trust for the Agent upon receipt and immediately thereafter deliver to the Agent any Chattel Paper, Securities and Instruments constituting Collateral, and (c) upon the Agent's request, deliver to the Agent (and thereafter hold in trust for the Agent upon receipt and immediately deliver to the Agent) any Document evidencing or constituting Collateral.

4.5. Uncertificated Pledged Collateral. Subject to the provisions of the Intercreditor Agreement, such Grantor will permit the Agent from time to time to cause the appropriate issuers (and, if held with a securities intermediary, such securities intermediary) of uncertificated securities or other types of Pledged Collateral owned by it not represented by certificates to mark their books and records with the numbers and face amounts of all such uncertificated securities or other types of Pledged Collateral not represented by certificates and all rollovers and replacements therefor to reflect the Lien of the Agent granted pursuant to this Security Agreement. With respect to any Pledged Collateral owned by it, such Grantor will take any actions necessary to cause (a) the issuers of uncertificated securities which are Pledged Collateral and (b) any securities intermediary which is the holder of any such Pledged Collateral, to cause the Agent to have and retain Control over such Pledged Collateral. Without limiting the foregoing, but subject to the terms of the Intercreditor Agreement, such Grantor will, with respect to any such Pledged Collateral held with a securities intermediary, cause such securities intermediary to enter into a control agreement with the Agent, in form and substance satisfactory to the Agent, giving the Agent Control.

4.6. Pledged Collateral.

(a) Changes in Capital Structure of Issuers. Such Grantor will not (i) permit or suffer any issuer of an Equity Interest constituting Pledged Collateral owned by it to dissolve, merge, liquidate, retire any

of its Equity Interests or other Instruments or Securities evidencing ownership, reduce its capital, sell or encumber all or substantially all of its assets (except for Permitted Encumbrances and sales of assets permitted pursuant to Section 4.1(d)) or merge or consolidate with any other entity, or (ii) vote any such Pledged Collateral in favor of any of the foregoing.

(b) Issuance of Additional Securities. Such Grantor will not permit or suffer the issuer of an Equity Interest constituting Pledged Collateral owned by it to issue additional Equity Interests, any right to receive the same or any right to receive earnings, except to such Grantor.

(c) Registration of Pledged Collateral. Such Grantor will permit any registerable Pledged Collateral to be registered in the name of the Agent or its nominee at any time at the option of the Required Lenders.

(d) Exercise of Rights in Pledged Collateral.

(i) Without in any way limiting the foregoing and subject to clause (ii) below, such Grantor shall have the right to exercise all voting rights or other rights relating to the Pledged Collateral owned by it for all purposes not inconsistent with this Security Agreement, the Senior Subordinated Loan Agreement or any other Loan Document; *provided however, that* no vote or other right shall be exercised or action taken which would have the effect of impairing the rights of the Agent in respect of such Pledged Collateral.

(ii) Subject to the provisions of the Intercreditor Agreement, such Grantor will permit the Agent or its nominee at any time after the occurrence of an Event of Default and while such Event of Default is continuing, without notice, to exercise all voting rights or other rights relating to the Pledged Collateral owned by it, including, without limitation, exchange, subscription or any other rights, privileges, or options pertaining to any Equity Interest or Investment Property constituting Pledged Collateral as if it were the absolute owner thereof.

(iii) Such Grantor shall be entitled to collect and receive for its own use all cash dividends and interest paid in respect of the Pledged Collateral owned by it to the extent not in violation of the Senior Subordinated Loan Agreement other than any of the following distributions and payments (collectively referred to as the "Excluded Payments"): (A) dividends and interest paid or payable other than in cash in respect of such Pledged Collateral, and instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, any Pledged Collateral; (B) dividends and other distributions paid or payable in cash in respect of such Pledged Collateral in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in capital of an issuer; and (C) cash paid, payable or otherwise distributed, in respect of principal of, or in redemption of, or in exchange for, such Pledged Collateral; *provided however, that* until actually paid, all rights to such distributions shall remain subject to the Lien created by this Security Agreement; and

(iv) Subject to the terms of the Intercreditor Agreement, all Excluded Payments, whenever paid or made, shall be delivered to the Agent to hold as Pledged Collateral and shall, if received by such Grantor, be received in trust for the benefit of the Agent, be segregated from the other property or funds of such Grantor, and be forthwith delivered to the Agent as Pledged Collateral in the same form as so received (with any necessary endorsement).

(e) Interests in Limited Liability Companies and Limited Partnerships. Each Grantor agrees that no ownership interests in a limited liability company or a limited partnership which are included within the Collateral owned by such Grantor shall at any time constitute a Security under Article 8 of the UCC of the applicable jurisdiction.

(f) Delivery of Certificates and Promissory Notes. Subject to the terms of the Intercreditor Agreement, each Loan Party shall deliver to Agent certificates representing the Equity Interests pledged pursuant to this Security Agreement, together with an undated stock power or membership interest power for each such certificate executed in blank by a duly authorized officer of the pledgor thereof and each promissory note (if any) pledged to the Agent pursuant to the Security Agreement endorsed (without recourse) in blank (or accompanied by an executed transfer form in blank) by the pledgor thereof

4.7. Intellectual Property.

(a) Such Grantor will use its reasonable commercial efforts to secure all consents and approvals necessary or appropriate for the assignment to or benefit of the Agent of any License held by such Grantor and to enforce the security interests granted hereunder.

(b) Such Grantor shall notify the Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(c) In no event shall such Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving the Agent prior written notice thereof, and, upon request of the Agent, such Grantor shall execute and deliver any and all security agreements as the Agent may request to evidence the Agent's security interest on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(d) Such Grantor shall take all actions necessary or requested by the Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of its Patents, Trademarks and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(e) Such Grantor shall, unless it shall reasonably determine that such Patent, Trademark or Copyright is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as the Agent shall deem appropriate under the circumstances to protect such Patent, Trademark or Copyright. In the event that such Grantor institutes suit because any of its Patents, Trademarks or Copyrights constituting Collateral is infringed upon, or misappropriated or diluted by a third party, such Grantor shall comply with Section 4.8.

4.8 Commercial Tort Claims. Such Grantor shall promptly, and in any event within five (5) Business Days after the same is acquired by it, notify the Agent of any commercial tort claim (as defined in the UCC) acquired by it and, unless the Agent otherwise consents, such Grantor shall enter into an amendment to this Security Agreement, in the form of Exhibit J hereto, granting to Agent a security interest in such commercial tort claim, which security interest shall be prior to all other Liens on such Collateral, except for the Lien of the Senior Lenders' Administrative Agent, and otherwise subject to the other Liens permitted under Section 4.1(e).

4.9. Letter-of-Credit Rights. Subject to the terms of the Intercreditor Agreement, if such Grantor is or becomes the beneficiary of a letter of credit, it shall promptly, and in any event within five (5) Business Days

after becoming a beneficiary, notify the Agent thereof and, subject to the terms of the Intercreditor Agreement, cause the issuer and/or confirmation bank to (i) consent to the assignment of any Letter-of-Credit Rights to the Agent and (ii) agree to direct all payments thereunder to a Deposit Account at the Agent or subject to a Deposit Account Control Agreement for application to the Obligations, in accordance with Section 2.18 of the Senior Subordinated Loan Agreement, all in form and substance reasonably satisfactory to the Agent.

4.10. Federal, State or Municipal Claims. Such Grantor will promptly notify the Agent of any Collateral which constitutes a claim against the United States government or any state or local government or any instrumentality or agency thereof, the assignment of which claim is restricted by federal, state or municipal law.

4.11. No Interference. Such Grantor agrees that it will not interfere with any right, power and remedy of the Agent provided for in this Security Agreement or now or hereafter existing at law or in equity or by statute or otherwise, or the exercise or beginning of the exercise by the Agent of any one or more of such rights, powers or remedies.

4.12. Insurance. (a) In the event any Collateral is located in any area that has been designated by the Federal Emergency Management Agency as a "Special Flood Hazard Area", such Grantor shall purchase and maintain flood insurance on such Collateral (including any personal property which is located on any real property leased by such Loan Party within a "Special Flood Hazard Area"). The amount of flood insurance required by this Section shall be in an amount equal to the lesser of the total Commitment or the total replacement cost value of the improvements.

(b) Subject to the terms of the Intercreditor Agreement, all insurance policies required hereunder and under Section 5.10 of the Senior Subordinated Loan Agreement shall name the Agent (for the benefit of the Agent and the Secured Parties) as an additional insured or as lender's loss payee, as applicable, and shall contain lender loss payable clauses or mortgagee clauses, through endorsements in form and substance satisfactory to the Agent, which provide that: (i) except as otherwise permitted under Section 2.11 of the Senior Subordinated Loan Agreement, all proceeds thereunder with respect to any Collateral shall be payable to the Agent; (ii) no such insurance shall be affected by any act or neglect of the insured or owner of the property described in such policy; and (iii) such policy and lender loss payable or mortgagee clauses may be canceled, amended, or terminated only upon at least thirty (30) days prior written notice given to the Agent.

(c) All premiums on any such insurance shall be paid when due by such Grantor, and copies of the policies delivered to the Agent. If such Grantor fails to obtain or maintain any insurance as required by this Section, the Agent may obtain such insurance at the Borrower's expense. By purchasing such insurance, the Agent shall not be deemed to have waived any Default arising from the Grantor's failure to maintain such insurance or pay any premiums therefor.

4.13. Collateral Access Agreements. Subject to the terms of the Intercreditor Agreement, such Grantor shall use commercially reasonable efforts to obtain a Collateral Access Agreement from the lessor of each leased property, mortgagee of owned property or bailee or consignee with respect to any warehouse, processor or converter facility or other location where Collateral is stored or located, which agreement or letter shall provide access rights, contain a waiver or subordination of all Liens or claims that the landlord, mortgagee, bailee or consignee may assert against the Collateral at that location, and shall otherwise be reasonably satisfactory in form and substance to the Agent.

4.14. Deposit Account Control Agreements. Such Grantor will provide to the Agent upon the Agent's request, but subject to the terms of the Intercreditor Agreement, a Deposit Account Control Agreement duly executed on behalf of each financial institution holding a deposit account of such Grantor as set forth in this Security Agreement.



4.15. Change of Name or Location; Change of Fiscal Year. Such Grantor shall not (a) change its name as it appears in official filings in the state of its incorporation or organization, (b) change its chief executive office, principal place of business, mailing address, corporate offices or warehouses or locations at which Collateral is held or stored, or the location of its records concerning the Collateral as set forth in this Security Agreement, (c) change the type of entity that it is, (d) change its organization identification number, if any, issued by its state of incorporation or other organization, or (e) change its state of incorporation or organization, in each case, unless the Agent and Lenders shall have received at least thirty (30) days prior written notice of such change and the Agent and Required Lenders shall have acknowledged in writing that either (1) such change will not adversely affect the validity, perfection or priority of the Agent's security interest in the Collateral, or (2) any reasonable action requested by the Agent or Required Lenders in connection therewith has been completed or taken (including any action to continue the perfection of any Liens in favor of the Agent, on behalf of the Secured Parties, in any Collateral), *provided that*, any new location shall be in the continental U.S. Such Grantor shall not change its fiscal year which currently ends on December 31.

## ARTICLE V EVENTS OF DEFAULT AND REMEDIES

5.1. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

(a) Any representation or warranty made by or on behalf of any Grantor under or in connection with this Security Agreement shall be materially false as of the date on which made.

(b) Any Grantor shall fail to observe or perform any of the terms or provisions of Article IV of this Security Agreement.

(c) Any Grantor shall fail to observe or perform any of the terms or provisions of this Security Agreement (other than a breach which constitutes an Event of Default under any other Section of this Article V), and such failure shall continue unremedied for a period of fifteen (15) days after the earlier of knowledge of such breach or notice thereof from the Agent.

(d) The occurrence of any "Event of Default" under, and as defined in, the Senior Subordinated Loan Agreement.

(e) Any Equity Interest which is included within the Collateral shall at any time constitute a Security or the issuer of any such Equity Interest shall take any action to have such interests treated as a Security unless (i) all certificates or other documents constituting such Security have been delivered to the Agent and such Security is properly defined as such under Article 8 of the UCC of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise, or (ii) the Agent has entered into a control agreement with the issuer of such Security or with a securities intermediary relating to such Security and such Security is defined as such under Article 8 of the UCC of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise.

5.2. Remedies.

(a) Upon the occurrence of an Event of Default, but subject to the provisions of the Intercreditor Agreement, the Agent may exercise any or all of the following rights and remedies:

(i) those rights and remedies provided in this Security Agreement, the Senior Subordinated Loan Agreement, or any other Loan Document; *provided that*, this Section 5.2(a) shall not

be understood to limit any rights or remedies available to the Agent and the other Secured Parties prior to an Event of Default;

(ii) those rights and remedies available to a secured party under the UCC (to the extent the UCC applies to the affected Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement;

(iii) give notice of sole control or any other instruction under any Deposit Account Control Agreement or and other control agreement with any securities intermediary and take any action therein with respect to such Collateral;

(iv) without notice (except as specifically provided in Section 8.1 or elsewhere herein or in any other Loan Document), demand or advertisement of any kind to any Grantor or any other Person, enter the premises of any Grantor where any Collateral is located (through self-help and without judicial process) to collect, receive, assemble, process, appropriate, sell, lease, assign, grant an option or options to purchase or otherwise dispose of, deliver, or realize upon, the Collateral or any part thereof in one or more parcels at public or private sale or sales (which sales may be adjourned or continued from time to time with or without notice and may take place at any Grantor's premises or elsewhere), for cash, on credit or for future delivery without assumption of any credit risk, and upon such other terms as the Agent may deem commercially reasonable; and

(v) concurrently with written notice to the applicable Grantor, transfer and register in its name or in the name of its nominee the whole or any part of the Pledged Collateral, exchange certificates or instruments representing or evidencing Pledged Collateral for certificates or instruments of smaller or larger denominations, exercise the voting and all other rights as a holder with respect thereto, to collect and receive all cash dividends, interest, principal and other distributions made thereon and to otherwise act with respect to the Pledged Collateral as though the Agent was the outright owner thereof.

(b) The Agent, on behalf of the Secured Parties, may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

(c) Subject to the terms of the Intercreditor Agreement, the Agent shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase for the benefit of the Agent and the other Secured Parties, the whole or any part of the Collateral so sold, free of any right of equity redemption, which equity redemption the Grantor hereby expressly releases.

(d) Until the Agent is able to effect a sale, lease, or other disposition of Collateral, the Agent shall have the right to hold or use Collateral, or any part thereof, to the extent that it deems appropriate for the purpose of preserving Collateral or its value or for any other purpose deemed appropriate by the Agent. The Agent may, if it so elects, seek the appointment of a receiver or keeper to take possession of Collateral and to enforce any of the Agent's remedies (for the benefit of the Agent and the other Secured Parties), with respect to such appointment without prior notice or hearing as to such appointment.

(e) Reserved.

(f) Notwithstanding the foregoing, neither the Agent nor any other Secured Party shall be required to (i) make any demand upon, or pursue or exhaust any of its rights or remedies against, any Grantor, any other obligor, guarantor, pledgor or any other Person with respect to the payment of the Obligations or to

pursue or exhaust any of its rights or remedies with respect to any Collateral therefor or any direct or indirect guarantee thereof, (ii) marshal the Collateral or any guarantee of the Obligations or to resort to the Collateral or any such guarantee in any particular order, or (iii) effect a public sale of any Collateral.

(g) Each Grantor recognizes that the Agent may be unable to effect a public sale of any or all the Pledged Collateral and may be compelled to resort to one or more private sales thereof in accordance with clause (a) above. Each Grantor also acknowledges that any private sale may result in prices and other terms less favorable to the seller than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by virtue of such sale being private. The Agent shall be under no obligation to delay a sale of any of the Pledged Collateral for the period of time necessary to permit any Grantor or the issuer of the Pledged Collateral to register such securities for public sale under the Securities Act of 1933, as amended, or under applicable state securities laws, even if the applicable Grantor and the issuer would agree to do so.

5.3. Grantor's Obligations Upon Event of Default. Upon the request of the Agent after the occurrence of an Event of Default and while such Event of Default is continuing, each Grantor will:

(a) assemble and make available to the Agent the Collateral and all books and records relating thereto at any place or places specified by the Agent, whether at a Grantor's premises or elsewhere;

(b) permit the Agent, by the Agent's representatives and agents, to enter, occupy and use any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral or the books and records relating thereto, or both, to remove all or any part of the Collateral or the books and records relating thereto, or both, and to conduct sales of the Collateral, without any obligation to pay the Grantor for such use and occupancy;

(c) prepare and file, or cause an issuer of Pledged Collateral to prepare and file, with the Securities and Exchange Commission or any other applicable government agency, registration statements, a prospectus and such other documentation in connection with the Pledged Collateral as the Agent or Required Lenders may request, all in form and substance satisfactory to the Agent and Required Lenders, and furnish to the Agent, or cause an issuer of Pledged Collateral to furnish to the Agent and Lenders, any information regarding the Pledged Collateral in such detail as the Agent or Required Lenders may specify;

(d) take, or cause an issuer of Pledged Collateral to take, any and all actions necessary to register or qualify the Pledged Collateral to enable the Agent to consummate a public sale or other disposition of the Pledged Collateral; and

(e) at its own expense, cause the independent certified public accountants then engaged by each Grantor to prepare and deliver to the Agent and each Lender, at any time, and from time to time, promptly upon the Agent's or Required Lenders' request, the following reports with respect to the applicable Grantor: (i) a reconciliation of all Accounts; (ii) an aging of all Accounts; (iii) trial balances; and (iv) a test verification of such Accounts.

5.4. Grant of Intellectual Property License. Subject to the provisions of the Intercreditor Agreement, for the purpose of enabling the Agent to exercise the rights and remedies under this Article V at such time as the Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby (a) grants to the Agent, for the benefit of the Agent and the other Secured Parties, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to any Grantor) to use, license or sublicense any intellectual property rights now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof and (b) irrevocably agrees that the Agent may sell any of such Grantor's Inventory directly to any person, including

without limitation persons who have previously purchased the Grantor's Inventory from such Grantor and in connection with any such sale or other enforcement of the Agent's rights under this Security Agreement, may sell Inventory which bears any Trademark owned by or licensed to such Grantor and any Inventory that is covered by any Copyright owned by or licensed to such Grantor and the Agent may finish any work in process and affix any Trademark owned by or licensed to such Grantor and sell such Inventory as provided herein.

## ARTICLE VI ACCOUNT VERIFICATION; ATTORNEY IN FACT; PROXY

6.1. Account Verification. The Agent may at any time after the occurrence of an Event of Default and while such Event of Default is continuing, in the Agent's own name, in the name of a nominee of the Agent, or in the name of any Grantor communicate (by mail, telephone, facsimile or otherwise) with the Account Debtors of any such Grantor, parties to contracts with any such Grantor and obligors in respect of Instruments of any such Grantor to verify with such Persons, to the Agent's satisfaction, the existence, amount, terms of, and any other matter relating to, Accounts, Instruments, Chattel Paper, payment intangibles and/or other Receivables.

6.2. Authorization for Agent to Take Certain Action.

(a) Subject to the terms of the Intercreditor Agreement, each Grantor irrevocably authorizes the Agent at any time and from time to time in the sole discretion of the Agent and appoints the Agent as its attorney-in-fact (i) to endorse and collect any cash proceeds of the Collateral, (ii) to file any financing statement with respect to the Collateral and to file any other financing statement or amendment of a financing statement (which does not add new collateral or add a debtor) in such offices as the Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Agent's security interest in the Collateral, (iii) to contact and enter into one or more agreements with the issuers of uncertificated securities which are Pledged Collateral or with securities intermediaries holding Pledged Collateral as may be necessary or advisable to give the Agent Control over such Pledged Collateral, (iv) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral (except for such Liens that are permitted under Section 6.02 of the Senior Subordinated Loan Agreement), (v) to contact Account Debtors for any reason, (vi) to demand payment or enforce payment of the Receivables in the name of the Agent or such Grantor and to endorse any and all checks, drafts, and other instruments for the payment of money relating to the Receivables, (vii) to sign such Grantor's name on any invoice or bill of lading relating to the Receivables, drafts against any Account Debtor of the Grantor, assignments and verifications of Receivables, (viii) to exercise all of such Grantor's rights and remedies with respect to the collection of the Receivables and any other Collateral, (ix) to settle, adjust, compromise, extend or renew the Receivables, (x) to settle, adjust or compromise any legal proceedings brought to collect Receivables, (xi) to prepare, file and sign such Grantor's name on a proof of claim in bankruptcy or similar document against any Account Debtor of such Grantor, (xii) to prepare, file and sign such Grantor's name on any notice of Lien, assignment or satisfaction of Lien or similar document in connection with the Receivables, (xiii) to change the address for delivery of mail addressed to such Grantor to such address as the Agent may designate and to receive, open and dispose of all mail addressed to such Grantor, and (xiv) to do all other acts and things necessary to carry out this Security Agreement; and such Grantor agrees to reimburse the Agent on demand for any payment made or any expense incurred by the Agent in connection with any of the foregoing; *provided that*, this authorization shall not relieve such Grantor of any of its obligations under this Security Agreement or under the Senior Subordinated Loan Agreement.

(b) All acts of said attorney or designee are hereby ratified and approved. The powers conferred on the Agent, for the benefit of the Agent and Secured Parties, under this Section 6.2 are solely to protect the Agent's interests in the Collateral and shall not impose any duty upon the Agent or any other Secured Party to exercise any such powers. The Agent agrees that, except for the powers granted in Section 6.2(a)(i)-(iv) and Section 6.2(a)(xiv), it shall not exercise any power or authority granted to it unless an Event of Default has occurred and is continuing.

(c) EACH GRANTOR HEREBY ACKNOWLEDGES AND AGREES THAT SUCH GRANTOR'S REASONABLE EXPECTATION WITH RESPECT TO THE AUTHORIZATION GRANTED PURSUANT TO ANY POWER OF ATTORNEY HEREUNDER OR UNDER ANY OTHER LOAN DOCUMENT, IS THAT AGENT, LENDERS OR THEIR ATTORNEYS MAY SEEK TO FORECLOSE ON COLLATERAL AND TAKE ANY OTHER ACTIONS WITH RESPECT TO THE EXERCISE OF AGENT'S AND LENDERS' RIGHTS AND REMEDIES HEREUNDER AND UNDER THE OTHER LOAN DOCUMENTS. EACH GRANTOR HEREBY WAIVES ALL OTHER DUTIES OF AGENT AND THE LENDERS THAT MAY ARISE UNDER 20 PA. C.S.A. §5601.3(b). EACH GRANTOR HEREBY REMISES, RELEASES, AND FOREVER DISCHARGES, AND WAIVES ALL CLAIMS, CAUSES OF ACTION AND ANY OTHER RIGHTS AGAINST, AGENT, ANY LENDER AND ITS OR THEIR RESPECTIVE PREDECESSORS, LEGAL REPRESENTATIVES, PAST AND PRESENT PARENT COMPANIES, SUBSIDIARIES, AGENTS, EMPLOYEES, SERVANTS, INSURERS, ATTORNEYS, OFFICERS, DIRECTORS, STOCKHOLDERS, AFFILIATES, AFFILIATE COUNTERPARTIES, SUCCESSORS IN INTEREST, AND ASSIGNS (COLLECTIVELY, "INDEMNIFIED PARTIES") OF AND FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS LOSSES, PENALTIES, FINES, ACTIONS, JUDGEMENTS, SUITS, COSTS, CHARGES, EXPENSES AND DISBURSEMENTS OF ANY KIND OR NATURE WHATSOEVER INCLUDING ATTORNEYS' FEES, ARISING UNDER OR RELATING TO ANY DUTIES OF ANY AGENT UNDER 20 PA. C.S.A. §5601.3(b) OR OTHERWISE; PROVIDED THAT NO GRANTOR SHALL BE LIABLE FOR ANY PORTION OF SUCH CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, PENALTIES, FINES, ACTIONS, JUDGMENTS, SUITS, COSTS, CHARGES, EXPENSES AND DISBURSEMENTS RESULTING FROM ANY INDEMNIFIED PARTY'S GROSS (NOT MERE) NEGLIGENCE OR WILLFUL MISCONDUCT (AS DETERMINED BY A COURT OF COMPETENT JURISDICTION IN A FINAL NON-APPEALABLE JUDGMENT).

6.3. Proxy. SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT, EACH GRANTOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS THE AGENT AS ITS PROXY AND ATTORNEY-IN-FACT (AS SET FORTH IN SECTION 6.2 ABOVE) OF THE GRANTOR WITH RESPECT TO ITS PLEDGED COLLATERAL, INCLUDING THE RIGHT TO VOTE SUCH PLEDGED COLLATERAL, WITH FULL POWER OF SUBSTITUTION TO DO SO. IN ADDITION TO THE RIGHT TO VOTE ANY SUCH PLEDGED COLLATERAL, THE APPOINTMENT OF THE AGENT AS PROXY AND ATTORNEY-IN-FACT SHALL INCLUDE THE RIGHT TO EXERCISE ALL OTHER RIGHTS, POWERS, PRIVILEGES AND REMEDIES TO WHICH A HOLDER OF SUCH PLEDGED COLLATERAL WOULD BE ENTITLED (INCLUDING GIVING OR WITHHOLDING WRITTEN CONSENTS OF SHAREHOLDERS, CALLING SPECIAL MEETINGS OF SHAREHOLDERS AND VOTING AT SUCH MEETINGS). SUCH PROXY SHALL BE EFFECTIVE, AUTOMATICALLY AND WITHOUT THE NECESSITY OF ANY ACTION (INCLUDING ANY TRANSFER OF ANY SUCH PLEDGED COLLATERAL ON THE RECORD BOOKS OF THE ISSUER THEREOF) BY ANY PERSON (INCLUDING THE ISSUER OF SUCH PLEDGED COLLATERAL OR ANY OFFICER OR AGENT THEREOF), UPON THE OCCURRENCE OF A DEFAULT. THE AGENT AGREES THAT IT SHALL NOT EXERCISE ANY POWER OR AUTHORITY GRANTED TO IT IN THIS SECTION 6.3 UNLESS AN EVENT OF DEFAULT HAS OCCURRED AND IS CONTINUING AND THAT SO LONG AS NO EVENT OF DEFAULT HAS OCCURRED AND IS CONTINUING EACH GRANTOR SHALL BE ENTITLED TO EXERCISE ALL RIGHTS WITH RESPECT TO SUCH GRANTOR'S PLEDGED COLLATERAL.

6.4. Nature of Appointment; Limitation of Duty. THE APPOINTMENT OF THE AGENT AS PROXY AND ATTORNEY-IN-FACT IN THIS ARTICLE VI IS COUPLED WITH AN INTEREST AND SHALL BE IRREVOCABLE UNTIL THE DATE ON WHICH THIS SECURITY AGREEMENT IS TERMINATED IN ACCORDANCE WITH SECTION 7.14. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, NONE OF THE AGENT, ANY LENDER, ANY OTHER SECURED PARTY, ANY OF THEIR RESPECTIVE AFFILIATES, OR ANY OF THEIR OR THEIR AFFILIATES' RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL HAVE ANY DUTY

TO EXERCISE ANY RIGHT OR POWER GRANTED HEREUNDER OR OTHERWISE OR TO PRESERVE THE SAME AND SHALL NOT BE LIABLE FOR ANY FAILURE TO DO SO OR FOR ANY DELAY IN DOING SO, EXCEPT IN RESPECT OF DAMAGES ATTRIBUTABLE SOLELY TO SUCH PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION; PROVIDED THAT, IN NO EVENT SHALL THEY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES.

## ARTICLE VII GENERAL PROVISIONS

7.1 Waivers. Each Grantor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to Grantors, addressed as set forth in Article IX, at least ten days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made. To the maximum extent permitted by applicable law, each Grantor waives all claims, damages, and demands against the Agent or any Secured Party arising out of the repossession, retention or sale of the Collateral, except such as arise solely out of the gross negligence or willful misconduct of the Agent or such Secured Party as finally determined by a court of competent jurisdiction. To the extent it may lawfully do so, each Grantor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against the Agent or any other Secured Party, any valuation, stay, appraisal, extension, moratorium, redemption or similar laws and any and all rights or defenses it may have as a surety now or hereafter existing which, but for this provision, might be applicable to the sale of any Collateral made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Security Agreement, or otherwise. Except as otherwise specifically provided herein, each Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

7.2. Limitation on Agent's and Secured Parties' Duty with Respect to the Collateral. The Agent shall have no obligation to clean-up or otherwise prepare the Collateral for sale. The Agent and each other Secured Party shall use reasonable care with respect to the Collateral in its possession or under its control. Neither the Agent nor any other Secured Party shall have any other duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee of the Agent or such other Secured Party, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. To the extent that applicable law imposes duties on the Agent to exercise remedies in a commercially reasonable manner, each Grantor acknowledges and agrees that it is commercially reasonable for the Agent (i) to fail to incur expenses deemed significant by the Agent to prepare Collateral for disposition or otherwise to transform raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against Account Debtors or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (iv) to exercise collection remedies against Account Debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other Persons, whether or not in the same business as such Grantor, for expressions of interest in acquiring all or any portion of such Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure the Agent against risks of loss, collection or disposition of Collateral or to provide to the Agent a guaranteed return from the collection or disposition of

Collateral, or (xii) to the extent deemed appropriate by the Agent, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Agent in the collection or disposition of any of the Collateral. The Grantor acknowledges that the purpose of this Section 7.2 is to provide non-exhaustive indications of what actions or omissions by the Agent would be commercially reasonable in the Agent's exercise of remedies against the Collateral and that other actions or omissions by the Agent shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 7.2. Without limitation upon the foregoing, nothing contained in this Section 7.2 shall be construed to grant any rights to the Grantor or to impose any duties on the Agent that would not have been granted or imposed by this Security Agreement or by applicable law in the absence of this Section 7.2.

7.3. Compromises and Collection of Collateral. The Grantors and the Agent recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables, that certain of the Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating a disputed Receivable may exceed the amount that reasonably may be expected to be recovered with respect to a Receivable. In view of the foregoing, each Grantor agrees that the Agent may at any time and from time to time, if an Event of Default has occurred and is continuing, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as the Agent in its reasonable commercial discretion shall determine or abandon any Receivable, and any such action by the Agent shall be commercially reasonable so long as the Agent acts in good faith based on information known to it at the time it takes any such action.

7.4. Secured Party Performance of Debtor Obligations. Without having any obligation to do so, the Agent may perform or pay any obligation which any Grantor has agreed to perform or pay in this Security Agreement and the Grantors shall reimburse the Agent for any amounts paid by the Agent pursuant to this Section 7.4. The Grantors' obligation to reimburse the Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

7.5 Specific Performance of Certain Covenants. Each Grantor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1(d), 4.1(e), 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.12, 4.13, 4.14, 4.15, 5.3, or 7.6 will cause irreparable injury to the Agent and the other Secured Parties, that the Agent and the other Secured Parties have no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Agent or the other Secured Parties to seek and obtain specific performance of other obligations of the Grantors contained in this Security Agreement, that the covenants of the Grantors contained in the Sections referred to in this Section 7.5 shall be specifically enforceable against the Grantors.

7.6. Dispositions Not Authorized. No Grantor is authorized to sell or otherwise dispose of the Collateral except as set forth in Section 4.1(d) and notwithstanding any course of dealing between any Grantor and the Agent or other conduct of the Agent, no authorization to sell or otherwise dispose of the Collateral (except as set forth in Section 4.1(d)) shall be binding upon the Agent or the other Secured Parties unless such authorization is in writing signed by the Agent with the consent or at the direction of the Required Lenders.

7.7. No Waiver; Amendments; Cumulative Remedies. No failure or delay by the Agent or any other Secured Party in exercising any right or power under this Security Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Agent and the other Secured Parties hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Security Agreement or consent to any departure by the Grantor therefrom shall in any event be effective unless in writing signed by the Agent with the concurrence or at the direction of the Lenders required under Section 9.02 of the Senior Subordinated Loan Agreement and then only to the extent in such writing specifically set forth.

7.8. Limitation by Law; Severability of Provisions. All rights, remedies and powers provided in this Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Security Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Security Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. Any provision in this Security Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction, and to this end the provisions of this Security Agreement are declared to be severable.

7.9 Reinstatement. This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof (including a payment effected through exercise of a right of setoff), is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise (including pursuant to any settlement entered into by a Secured Party in its discretion), all as though such payment or performance had not been made. In the event that any payment, or any part thereof (including a payment effected through exercise of a right of setoff), is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7.10. Benefit of Agreement. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of the Grantors, the Agent and the other Secured Parties and their respective successors and assigns (including all persons who become bound as a debtor to this Security Agreement), except that no Grantor shall have the right to assign its rights or delegate its obligations under this Security Agreement or any interest herein, without the prior written consent of the Agent. No sales of participations, assignments, transfers, or other dispositions of any agreement governing the Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to the Agent, for the benefit of the Agent and the other Secured Parties, hereunder.

7.11. Survival of Representations. All representations and warranties of the Grantors contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

7.12. Taxes and Expenses. Any taxes (including income taxes) payable or ruled payable by Federal or State authority in respect of this Security Agreement shall be paid by the Grantors, together with interest and penalties, if any. The Grantors shall reimburse the Agent for any and all out-of-pocket and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Agent) paid or incurred by the Agent in connection with the preparation; execution, delivery, administration, collection and enforcement of this Security Agreement and, to the extent provided in the Senior Subordinated Loan Agreement in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral). Any and all costs and expenses incurred by the Grantors in the performance of actions required pursuant to the terms hereof shall be borne solely by the Grantors.

7.13. Headings. The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.



7.14. Termination. This Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Obligations outstanding) until all of the Obligations have been indefeasibly paid and performed in full and no commitments of the Agent or the Lenders which would give rise to any Obligations are outstanding.

7.15. Entire Agreement. This Security Agreement and the other Loan Documents embody the entire agreement and understanding between the Grantors and the Agent relating to the Collateral and supersedes all prior agreements and understandings between the Grantors and the Agent relating to the Collateral.

7.16. CHOICE OF LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

7.17. CONSENT TO JURISDICTION. EACH GRANTOR HEREBY IRREVOCABLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE (SUBJECT TO RIGHTS OF APPEAL) AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY ANY GRANTOR AGAINST THE AGENT OR ANY LENDER OR ANY AFFILIATE OF THE AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN NEW YORK, NEW YORK.

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

7.19. Indemnity. Each Grantor hereby agrees to indemnify the Agent and the other Secured Parties, and their respective successors, assigns, agents and employees (collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, penalties, suits, fees, costs, and expenses of any kind and nature

(including, without limitation, all expenses of litigation or preparation therefor whether or not the Agent or any Secured Party is a party thereto) (collectively, "Losses") imposed on, incurred by or asserted against the Agent or the other Secured Parties, or their respective successors, assigns, agents and employees, in any way relating to or arising out of this Security Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including, without limitation, latent and other defects, whether or not discoverable by the Agent or the other Secured Parties or any Grantor, and any claim for Patent, Trademark or Copyright infringement), excluding any such Losses resulting from the gross negligence or willful misconduct of any of the Indemnified Parties.

7.20. Counterparts. This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Security Agreement.

## **ARTICLE VIII NOTICES**

8.1. Sending Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 9.01 of the Senior Subordinated Loan Agreement, provided that notices to each Grantor shall be sent to such Grantor at its mailing address set forth in Exhibit A hereto.

8.2. Change in Address for Notices. Each of the Grantors, the Agent and the Lenders may change the address for service of notice upon it by a notice in writing to the other parties and the Lenders.

8.3. Notices to Lenders. Unless a Grantor is required by the terms of this Security Agreement to provide a Collateral-related notice to the Lenders at the same time that such notice is provided to the Agent, the Borrower will provide copies of all such other Collateral-related notices to the Lenders that were previously provided to the Agent during any fiscal quarter of the Borrower by attaching copies of all such notices to the related compliance certificate for such fiscal quarter delivered to the Lenders pursuant Section 5.01(d) of the Senior Subordinated Loan Agreement.

## **ARTICLE IX THE AGENT**

DFJ Element, L.P. has been appointed Agent for the Lenders hereunder pursuant to Article VIII of the Senior Subordinated Loan Agreement. It is expressly understood and agreed by the parties to this Security Agreement that any authority conferred upon the Agent hereunder is subject to the terms of the delegation of authority made by the Lenders to the Agent pursuant to Article VIII of the Senior Subordinated Loan Agreement, and that the Agent has agreed to act (and any successor Agent shall act) as such hereunder only on the express conditions contained in such Article VIII. Any successor Agent appointed pursuant to Article VIII of the Senior Subordinated Loan Agreement shall be entitled to all the rights, interests and benefits of the Agent hereunder. Notwithstanding anything herein or in any other Loan Document to the contrary which grants discretion to the Agent, with respect to any occasion requiring or permitting an approval, consent, waiver, election or other action or inaction on the part of the Agent, it may, in such circumstances, consult with the Lenders before taking any action (or refraining from taking any action) and, following any such consultation, the Agent shall act (or not act) as directed by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.02 of the Senior Subordinated Loan Agreement); provided that even following any such consultation, the Agent shall be entitled (i) to execute, deliver and, to the extent applicable, file and/or record the Loan Documents and Uniform Commercial Code financing statements (including financing statement amendments, continuations and terminations) and to perform ministerial functions, in each case, without any further consultation with the Lenders, and (ii) in exigent

circumstances, to take action without any further consultation with the Lenders to preserve the rights of the Secured Parties and/or the value of the Collateral for the Obligations.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the Grantors and the Administrative Agent have executed this Security Agreement as of the date first above written.

ECORE INTERNATIONAL INC.

By: [Signature]  
Name: Arthur B. Dodge, III  
Title: President

STATE OF Pennsylvania

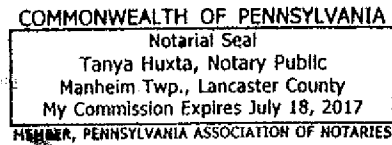
CITY/COUNTY OF Lancaster

I HEREBY CERTIFY, that on this 11<sup>th</sup> day of July, 2016, before me, the undersigned Notary Public of said State, personally appeared Arthur B. Dodge, III, and acknowledged that he is the President of Ecore International Inc., a Pennsylvania corporation, and that he executed the foregoing instrument for the purposes therein contained as the duly authorized President of said corporation by signing the name of the corporation by himself as President.

WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public

My Commission Expires: July 18, 2017  
Registration Number: 1248172



*Signature Page to Pledge and Security Agreement*

TRADEMARK  
REEL: 005872 FRAME: 0395

SURFACE AMERICA, INC.

By: James A. Dobmeier  
Name: James A. Dobmeier  
Title: President

STATE OF New York

CITY/COUNTY OF Erie

I HEREBY CERTIFY, that on this 12<sup>th</sup> day of July, 2016, before me, the undersigned Notary Public of said State, personally appeared James A. Dobmeier, and acknowledged that he is the President of Surface America, Inc., a New York corporation, and that he executed the foregoing instrument for the purposes therein contained as the duly authorized President of said corporation by signing the name of the corporation by himself as President.

WITNESS my hand and Notarial Seal.

Christie Ann Fix  
Notary Public

My Commission Expires: 04/01/17  
Registration Number: 01F16278839

CHRISTIE ANN FIX  
Notary Public, State of New York  
No. 01F16278839  
Qualified in Niagara County  
Commission Expires 04/01/2017

*Signature Page to Pledge and Security Agreement*

A-TURF, INC.

By: James A. Dobmeier  
Name: James A. Dobmeier  
Title: President

STATE OF New York

CITY/COUNTY OF Erie <sup>sh</sup>

I HEREBY CERTIFY, that on this 12 day of July, 2016, before me, the undersigned Notary Public of said State, personally appeared James A. Dobmeier, and acknowledged that he is the President of A-Turf, Inc., a New York corporation, and that he executed the foregoing instrument for the purposes therein contained as the duly authorized President of said corporation by signing the name of the corporation by himself as President.

WITNESS my hand and Notarial Seal.

Christie Ann Fix  
Notary Public

My Commission Expires: 04/01/17  
Registration Number: 01F16278839

CHRISTIE ANN FIX  
Notary Public, State of New York  
No. 01F16278839  
Qualified in Niagara County  
Commission Expires 04/01/2017

*Signature Page to Pledge and Security Agreement*

TRADEMARK  
REEL: 005872 FRAME: 0397

SPECTRASYS SYSTEMS, INC.

By: [Signature]  
Name: Arthur B. Dodge, III  
Title: President

STATE OF Pennsylvania

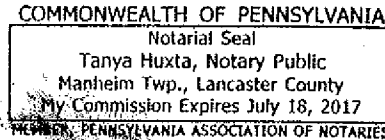
CITY/COUNTY OF Lancaster

I HEREBY CERTIFY, that on this 11<sup>th</sup> day of July, 2016, before me, the undersigned Notary Public of said State, personally appeared Arthur B. Dodge, III, and acknowledged that he is the President of SpectraSystems Inc., a Pennsylvania corporation, and that he executed the foregoing instrument for the purposes therein contained as the duly authorized President of said corporation by signing the name of the corporation by himself as President.

WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public

My Commission Expires: July 18, 2017  
Registration Number: 1248172



DODGE REALTY PARTNERS, LP

By: [Signature]  
Name: Arthur B. Dodge, III  
Title: Managing Member

STATE OF Pennsylvania

CITY/COUNTY OF Lancaster

I HEREBY CERTIFY, that on this 11 day of July, 2016, before me, the undersigned Notary Public of said State, personally appeared Arthur B. Dodge, III, and acknowledged that he is the Managing Member of Dodge Realty Partners, LP, a Pennsylvania limited partnership, and that he executed the foregoing instrument for the purposes therein contained as the duly authorized Managing Member of said partnership by signing the name of the partnership by himself as Managing Member.

WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public

My Commission Expires: July 18, 2017  
Registration Number: 1248172

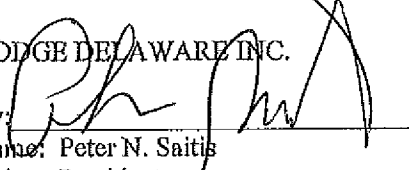
COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Tanya Huxta, Notary Public  
Manheim Twp., Lancaster County  
My Commission Expires July 18, 2017  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

*Signature Page to Pledge and Security Agreement*

TRADEMARK  
REEL: 005872 FRAME: 0399



DODGE DELAWARE INC.

By:   
Name: Peter N. Saitis  
Title: President

STATE OF Pennsylvania

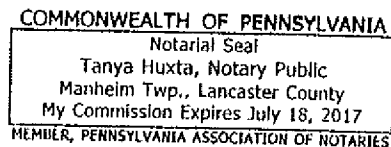
CITY/COUNTY OF Lancaster

I HEREBY CERTIFY, that on this 11<sup>th</sup> day of July, 2016, before me, the undersigned Notary Public of said State, personally appeared Peter N. Saitis, and acknowledged that he is the President of Dodge Delaware Inc., a Delaware corporation, and that he executed the foregoing instrument for the purposes therein contained as the duly authorized President of said corporation by signing the name of the corporation by himself as President.

WITNESS my hand and Notarial Seal.

  
Notary Public


My Commission Expires: July 18, 2017  
Registration Number: 124817Z



*Signature Page to Pledge and Security Agreement*

TRADEMARK  
REEL: 005872 FRAME: 0400

DEJ ELEMENT, L.P., as Agent  
By: DEJ Element Partners, LLC, its General Partner  
By: Element Venture Partners, LLC, its Managing  
Member

By:   
Name: Michael DeRosa  
Title: Managing Member

*Signature Page to Pledge and Security Agreement (Element)*

**TRADEMARK**  
**REEL: 005872 FRAME: 0401**

**EXHIBIT A**

(See Sections 3.2, 3.3, 3.4, 3.9 and 8.1 of Security Agreement)

**NOTICE ADDRESS FOR ALL GRANTORS**

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c/o 715 Fountain Avenue  
Lancaster, PA 17601  
Attention: Peter Saitis, CFO  
Facsimile: 717-295-3449

**INFORMATION AND COLLATERAL LOCATIONS OF ECORE INTERNATIONAL INC.**

- I. **Name of Grantor:** Ecore International Inc.
- II. **State of Incorporation or Organization:** Pennsylvania
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:** 1086984
- V. **Federal Identification Number:** 23-2562001
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

715 Fountain Avenue  
Lancaster, PA 17601  
Attention: Peter Saitis, CFO

- VII. **Locations of Collateral:**
  - (a) Properties Owned by the Grantor:  
715 Fountain Avenue, Lancaster, PA 17601  
625 Fountain Avenue, Lancaster, PA 17601  
851 New Holland Avenue, Lancaster, PA 17601
  - (b) Properties Leased by the Grantor (Include Landlord's Name):  
555 S. Promenade Avenue, Corona, CA 92879 (14 Promenade Partnership LP)  
963 N. San Marcos Road, Santa Barbara, CA 93111 (Dorothy Donati)  
76 Acco Drive, York, PA 17042 (Dodge Realty, LP)
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):

INFORMATION AND COLLATERAL LOCATIONS OF SURFACE AMERICA, INC.

- I. **Name of Grantor:** Surface America Inc.
- II. **State of Incorporation or Organization:** New York
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:** 1771465
- V. **Federal Identification Number:** 22-3265011
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

505 Aero Drive, Cheektowaga, NY 14225

Attention: Peter Saitis, CFO

VII. **Locations of Collateral:**

(d) Properties Owned by the Grantor:

(e) Properties Leased by the Grantor (Include Landlord's Name):

505 Aero Drive, Cheektowaga, NY 14225 (D Squared Commercial Realty, LLC)

(f) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):

Oneil Color and Compounding, 193 Commerce Place Jasper, TN 37347  
Spartan Enterprises, 254 Main Street Wadsworth, OH 44281  
Tatonka Contractors LLC, 14555 Quail Run Road Hudson, CO 80642  
Specialty Surfaces LLC, 3899 Mannix Drive Naples, FL 34114

INFORMATION AND COLLATERAL LOCATIONS OF A-TURF, INC.

- II. **Name of Grantor:** A-Turf, Inc.
- II. **State of Incorporation or Organization:** New York
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:** 3294215
- V. **Federal Identification Number:** 20-4029013
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

505 Aero Drive, Cheektowaga, NY 14225

Attention: Peter Saitis, CFO

VII. **Locations of Collateral:**

(g) Properties Owned by the Grantor:

(h) Properties Leased by the Grantor (Include Landlord's Name):

505 Aero Drive, Cheektowaga, NY 14225 (D Squared Commercial Realty, LLC)

(i) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):

INFORMATION AND COLLATERAL LOCATIONS OF SPECTRASYSTEMS, INC.

- III. **Name of Grantor:** SpectraSystems, Inc.
- II. **State of Incorporation or Organization:** Pennsylvania
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:** 3189664
- V. **Federal Identification Number:** 90-0198860
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

555 S. Promenade Avenue, Corona, CA 92879 (14 Promenade Partnership LP)

Attention: Peter Saitis, CFO

VII. **Locations of Collateral:**

(j) Properties Owned by the Grantor:

(k) Properties Leased by the Grantor (Include Landlord's Name):

555 S. Promenade Avenue, Corona, CA 92879 (14 Promenade Partnership LP)

(l) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):

INFORMATION AND COLLATERAL LOCATIONS OF DODGE REALTY PARTNERS, LP.

- IV. **Name of Grantor:** Dodge Realty Partners, LP
- II. **State of Incorporation or Organization:** Pennsylvania
- III. **Type of Entity:** Partnership
- IV. **Organizational Number assigned by State of Incorporation or Organization:** 3741682
- V. **Federal Identification Number:** 26-0551124
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

76 Acco Drive, York, PA 17042

Attention: Peter Saitis

VII. **Locations of Collateral:**

- (m) Properties Owned by the Grantor:

76 Acco Drive, York, PA 17042

- (n) Properties Leased by the Grantor (Include Landlord's Name):

- (o) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):

INFORMATION AND COLLATERAL LOCATIONS OF DODGE DELAWARE INC.

- V. **Name of Grantor:** Dodge Delaware Inc.
- II. **State of Incorporation or Organization:** Delaware
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:** 2629082
- V. **Federal Identification Number:** 51-0375296
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

1105 N. Market Street Suite 1300 Wilmington, Delaware 19801

Attention: Peter Saitis

VII. **Locations of Collateral:**

(p) Properties Owned by the Grantor:

(q) Properties Leased by the Grantor (Include Landlord's Name):

(r) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):

1105 N. Market Street Suite 1300 Wilmington, Delaware 19801 (Wilmington Trust SP Services Inc).

Allocation of rental space from Wilmington Trust to Dodge Delaware. No lease agreement exists between Wilmington Trust and Dodge Delaware.



**EXHIBIT B**  
(See Section 3.5 of Security Agreement)

**DEPOSIT ACCOUNTS**

**EXHIBIT C**  
(See Section 3.7 of Security Agreement)

LETTER-OF-CREDIT RIGHTS

N/A

CHATTEL PAPER

N/A

**EXHIBIT D**

(See Section 3.10 and 3.11 of Security Agreement)

**INTELLECTUAL PROPERTY RIGHTS****PATENTS**

Name of Grantor	Patent Description	Patent Number	Issue Date
Dodge Delaware Inc.	Impact Sound Insulation	6,920,723	7/26/2005
Dodge Delaware Inc.	Impact Sound Insulation - Reissue	RE41,945E	11/23/2010
Dodge Delaware Inc.	Protective Flooring	6,623,840	9/23/2003
Dodge Delaware Inc.	Resilient Tile for Recreation	5,234,738	8/10/1993
Ecore International Inc.	Recyclable Surface Covering and Method and System for Manufacturing	9,096,045	8/4/2015
Ecore International Inc.	Recyclable Surface Covering and Method and System for Manufacturing a recyclable surface covering	8,728,260	5/20/2014
Ecore International Inc.	Recycled Rubber Backed Cushioned Vinyl	9,340,970	5/17/2016
Ecore International Inc.	Recycled Rubber Securement Mat with self- provided incline stop	9,174,970	11/03/2015

**PATENT APPLICATIONS**

Name of Grantor	Patent Application	Application Filing Date	Application Serial Number
SEE ATTACHMENT			

**TRADEMARKS**

Name of Grantor	Trademark	Registration Number	Registration Date
Dodge Delaware Inc.	A-Turf	3,593,798	3/24/2009
Dodge Delaware Inc.	Colormill	3,126,212	8/8/2006
Dodge Delaware Inc.	Eco 98	4,311,490	4/2/2013
Dodge Delaware Inc.	EcoRX	4,926,678	3/29/2016
Dodge Delaware Inc.	Ecosurfaces	TMA 736,308	3/13/2009
Dodge Delaware Inc.	Ecosurfaces	6,365,522	7/17/2008
Dodge Delaware Inc.	Ecosurfaces	3,378,110	2/5/2008
Dodge Delaware Inc.	Ecotrail	3,667,447	8/11/2009
Dodge Delaware Inc.	Elastofloor	3,026,669	12/13/2005
Dodge Delaware Inc.	Everlast	1,854,672	9/20/1994
Dodge Delaware Inc.	Itstru	4,720,726	4/14/2015
Dodge Delaware Inc.	Playbound	1,871,418	1/3/1995
Dodge Delaware Inc.	Playguard	1,639,178	4/23/2011
Dodge Delaware Inc.	Playpour	2,716,615	5/13/2003
Dodge Delaware Inc.	Puzzletile	3,925,756	3/1/2011
Dodge Delaware Inc.	QT	3,775,515	4/13/2010
Dodge Delaware Inc.	Spectrapour	2,206,155	11/24/1998
Dodge Delaware Inc.	Spectraturf	2,168,094	6/23/1998

Dodge Delaware Inc.	A-Turf Athletic Surfacing	2,960,753	6/07/2005
Dodge Delaware Inc.	Surface America	1,903,020	7/4/1995
Dodge Delaware Inc.	Training Ground	3,573,437	2/10/2009
Dodge Delaware Inc.	Transmat	3,645,336	6/30/2009
Dodge Delaware Inc.	Ultratile	3,645,337	6/30/2009

TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
Dodge Delaware Inc.	Galaxy RX	8/12/15	86723222
Dodge Delaware Inc.	Terrain RX	8/12/15	86723221
Dodge Delaware Inc.	Forest RX	8/12/15	86723218
Dodge Delaware Inc.	Monster Roll	8/12/15	86723214
Dodge Delaware Inc.	Built By Yes	8/12/15	86723224

COPYRIGHTS

Name of Grantor	Copyright	Registration Date	Registration Number
N/A			

COPYRIGHT APPLICATIONS

Name of Grantor	Copyright Application	Application Filing Date	Application Serial Number
N/A			

INTELLECTUAL PROPERTY LICENSES

Name of Grantor	Name of Agreement	Date of Agreement	Parties to Agreement
N/A			

**EXHIBIT E**  
(See Section 3.11 of Security Agreement)

TITLE DOCUMENTS

I. Vehicles subject to certificates of title:

Name of Grantor	Year	Make / Model	Vin #	State Where Issued
Ecore International Inc.	1972	General Army Truck	NKOBD6074110090	PA
Ecore International Inc.	1992	Mack	1M2AA08YONW003346	PA
Ecore International Inc.	2001	Chevrolet Silverado	1GCHK24U51E160286	PA
Ecore International Inc.	2002	International	1HTMMAAM52H412435	PA
Ecore International Inc.	2007	Chevrolet Van	1GCGG25V171136474	NY
Ecore International Inc.	2011	Land Rover	SALAK2D40BA550036	PA
Ecore International Inc.	2010	Chevrolet Tahoe	1GNUKBE08AR144304	PA
Ecore International Inc.	2016	Toyota Camry	4T1BF1FKXGU527337	PA
Ecore International Inc.	2010	Audi	WA1LYAFE0AD007887	PA
Ecore International Inc.	2011	Mercedes	WDDNG8GB3BA363225	PA
Ecore International Inc.	2008	GMC Truck	1GTHK29K58E181589	PA
Ecore International Inc.	2014	Cadillac XTS	2G61N5S31E9259039	NY
Ecore International Inc.	2015	BMW	WBA5B3C57FD543286	PA

II. Aircraft/engines/parts, ships, railcars and other vehicles governed by federal statute:

Name of Grantor	Description	Registration Number
N/A		

**EXHIBIT F**  
(See Section 3.11 of Security Agreement)

**FIXTURES**

I. Legal description, county and street address of property on which Fixtures are located (Ecore International Inc):

715 Fountain Avenue, Lancaster, PA 17601  
625 Fountain Avenue, Lancaster, PA 17601  
851 New Holland Avenue, Lancaster, PA 17601

II. Name and Address of Record Owner:

Ecore International Inc.  
715 Fountain Avenue  
Lancaster, PA 17601

**EXHIBIT F**

(See Section 3.11 of Security Agreement)

**FIXTURES**

I. Legal description, county and street address of property on which Fixtures are located (Dodge Realty Partners, LP):

76 Acco Drive, York, PA 17042

II. Name and Address of Record Owner:

Dodge Realty Partners, LP  
76 Acco Drive  
York, PA 17042

**EXHIBIT F**  
(See Section 3.11 of Security Agreement)

**FIXTURES**

I. Legal description, county and street address of property on which Fixtures are located (Surface America, Inc):

505 Aero Drive, Cheektowaga, NY 14225

II. Name and Address of Record Owner:

D Squared Commercial Realty, LLC  
505 Aero Drive  
Cheektowaga, NY 14225



**EXHIBIT F**

(See Section 3.11 of Security Agreement)

**FIXTURES**

I. Legal description, county and street address of property on which Fixtures are located (A-Turf, Inc):

505 Aero Drive, Cheektowaga, NY 14225

II. Name and Address of Record Owner:

D Squared Commercial Realty, LLC  
505 Aero Drive  
Cheektowaga, NY 14225

**EXHIBIT F**  
(See Section 3.11 of Security Agreement)

**FIXTURES**

I. Legal description, county and street address of property on which Fixtures are located (SpectraSystems, Inc):

555 S. Promenade Avenue, Corona, CA 92879

II. Name and Address of Record Owner:

14 Promenade Partnership, LP  
5100 Campus Drive, Suite 300  
Newport Beach, CA 92660

**EXHIBIT F**

(See Section 3.11 of Security Agreement)

**FIXTURES**

I. Legal description, county and street address of property on which Fixtures are located (Ecore International Inc.):

963 N. San Marcos Road, Santa Barbara, CA 93111

II. Name and Address of Record Owner:

Dorothy Donati  
963 N. San Marcos Road  
Santa Barbara, CA 93111

**EXHIBIT G**

(See Section 3.13 of Security Agreement and Definition of "Pledged Collateral")

**LIST OF PLEDGED COLLATERAL, SECURITIES AND OTHER INVESTMENT PROPERTY****STOCKS**

Name of Grantor	Issuer	Certificate Number(s)	Number of Shares	Class of Stock	Percentage of Outstanding Shares
Ecore International Inc.	Surface America Inc.	#2	1000	Common	100%
Ecore International Inc.	SpectraSystems Inc.	#1	100	Common	100%
Ecore International Inc.	Dodge Delaware Inc.	#1	100	Common	100%
Surface America, Inc.	A-Turf Inc.	#2	100	Common	100%

**BONDS**

Name of Grantor	Issuer	Number	Face Amount	Coupon Rate	Maturity
N/A					

**GOVERNMENT SECURITIES**

Name of Grantor	Issuer	Number	Type	Face Amount	Coupon Rate	Maturity
N/A						

**OTHER SECURITIES OR OTHER INVESTMENT PROPERTY  
(CERTIFICATED AND UNCERTIFICATED)**

Name of Grantor	Issuer	Description of Collateral	Percentage Ownership Interest
N/A			


**EXHIBIT H**

(See Section 3.1 of Security Agreement)

**OFFICES IN WHICH FINANCING STATEMENTS HAVE BEEN FILED**

Ecore International Inc. – Commonwealth of Pennsylvania

Surface America, Inc. – New York Department of State

A-Turf Inc. - New York Department of State

SpectraSystems Inc. – Commonwealth of Pennsylvania

Dodge Realty Partners, LP – Commonwealth of Pennsylvania

Dodge Delaware Inc. – Delaware Department of State, Division of Corporations

**EXHIBIT I**

(See Definition of "Commercial Tort Claim")

**COMMERCIAL TORT CLAIMS**

**{NOTE: SPECIFICALLY DESCRIBE THE CLAIM (I.E. PARTIES, DESCRIPTION OF THE DISPUTE, CASE NUMBER – IF AVAILABLE) - SEE OFFICIAL COMMENT 5 TO SECTION 9-108 OF THE UCC}.**

Name of Grantor	Description of Claim	Parties	Case Number; Name of Court where Case was Filed
NONE			

**EXHIBIT J**  
(See Section 4.8 of Security Agreement)

AMENDMENT

This Amendment, dated \_\_\_\_\_, is delivered pursuant to Section 4.8 of the Security Agreement referred to below. All defined terms herein shall have the meanings ascribed thereto or incorporated by reference in the Security Agreement. The undersigned hereby certifies that the representations and warranties in Article III of the Security Agreement are and continue to be true and correct. The undersigned further agrees that this Amendment may be attached to that certain Pledge and Security Agreement, dated July [ ], 2016, between the undersigned, as the Grantors, and DFJ Element, L.P., as the collateral agent, (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Security Agreement") and that the Collateral listed on Schedule I to this Amendment shall be and become a part of the Collateral referred to in said Security Agreement and shall secure all Obligations referred to in the Security Agreement.

\_\_\_\_\_

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**Schedule I to Amendment to Security Agreement**

**COMMERCIAL TORT CLAIMS**

**{NOTE: SPECIFICALLY DESCRIBE THE CLAIM (I.E. PARTIES, DESCRIPTION OF THE DISPUTE, CASE NUMBER – IF AVAILABLE) - SEE OFFICIAL COMMENT 5 TO SECTION 9-108 OF THE UCC}.**

Name of Grantor	Description of Claim	Parties	Case Number; Name of Court where Case was Filed

**ANNEX I TO PLEDGE AND SECURITY AGREEMENT**

Reference is hereby made to the Pledge and Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), dated as of July [ ], 2016 by and among Ecore International Inc., a Pennsylvania corporation, Surface America, Inc., a New York corporation, A-Turf, Inc., a New York corporation, SpectraSystems, Inc., a Pennsylvania corporation, Dodge Realty Partners, LP, a Pennsylvania limited partnership, and Dodge Delaware Inc., a Delaware corporation, and certain other entities which become parties to the Security Agreement from time to time, including, without limitation, those that become party thereto by executing a Security Agreement Supplement in substantially the form hereof (such parties, including the undersigned, the "Grantors"), in favor of DFJ Element, L.P., as collateral agent (the "Agent"), for the benefit of the Secured Parties under the Senior Subordinated Loan Agreement. Each capitalized term used herein and not defined herein shall have the meanings given to it in the Security Agreement.

By its execution below, the undersigned, [NAME OF NEW GRANTOR], a [ ] [corporation] [partnership] [limited liability company] (the "New Grantor") agrees to become, and does hereby become, a Grantor under the Security Agreement and agrees to be bound by such Security Agreement as if originally a party thereto. The New Grantor hereby pledges, assigns and grants to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the New Grantor's right, title and interest in and to the Collateral, whether now owned or hereafter acquired; to secure the prompt and complete payment and performance of the Obligations.

By its execution below, the New Grantor represents and warrants as to itself that all of the representations and warranties contained in the Security Agreement are true and correct in all respects as of the date hereof. The New Grantor represents and warrants that the supplements to the Exhibits to the Security Agreement attached hereto are true and correct in all respects and such supplements set forth all information required to be scheduled under the Security Agreement. Subject to the terms of the Intercreditor Agreement, the New Grantor shall take all steps necessary to perfect, in favor of the Agent, a perfected security interest in and lien (with the priority contemplated under the Security Agreement) against the New Grantor's Collateral, including, without limitation, delivering all certificated Pledged Collateral to the Agent (and other Collateral required to be delivered under the Security Agreement), and taking all steps necessary to properly perfect the Agent's interest in any uncertificated Pledged Collateral.

IN WITNESS WHEREOF, [NAME OF NEW GRANTOR], a [ ] [corporation] [partnership] [limited liability company] has executed and delivered this Annex I counterpart to the Security Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

[NAME OF NEW GRANTOR]

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_