

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Automotive Media, LLC		12/06/2016	Limited Liability Company: MICHIGAN
Whitehead LLC		12/06/2016	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Huntington National Bank		
<b>Street Address:</b>	40 Pearl Street, NW		
<b>Internal Address:</b>	Suite 700, MI 224		
<b>City:</b>	Grand Rapids		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	49503		
<b>Entity Type:</b>	a national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6034080	GRAPHICS FOR LIFE	
<b>Registration Number:</b>	5541204	WALLGUSTO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7349302494		
<i>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.</i>			
<b>Phone:</b>	7349302488		
<b>Email:</b>	ipfilings@bodmanlaw.com		
<b>Correspondent Name:</b>	Susan M. Kornfield - Bodman PLC		
<b>Address Line 1:</b>	201 South Division, Suite 400		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>NAME OF SUBMITTER:</b>	Susan M. Kornfield		
<b>SIGNATURE:</b>	/susan m. kornfield/		
<b>DATE SIGNED:</b>	05/14/2020		
<b>Total Attachments: 36</b>			
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## SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "Agreement") dated as of December 6, 2016, is entered into by and among the Borrowers (as defined below) (collectively, the "Debtors" and each individually a "Debtor") and The Huntington National Bank ("Bank"). The addresses for the Debtors and the Bank, as of the date hereof, are set forth on the signature pages attached hereto.

### RECITALS:

A. Automotive Media, LLC, a Michigan limited liability company and Whitehead LLC, a Michigan limited liability company (the "Borrowers") have entered into that certain Credit Agreement dated as of December \_\_, 2016 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Bank has agreed, subject to the satisfaction of certain terms and conditions, to extend or to continue to extend financial accommodations to the Borrowers, as provided therein.

B. The Debtors have directly and indirectly benefited and will directly and indirectly benefit from the transactions evidenced by and contemplated in the Credit Agreement and the Loan Documents.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### ARTICLE 1

#### Definitions

**Section 1.1 Definitions.** As used in this Agreement, except as otherwise provided, capitalized terms not otherwise defined herein have the meanings provided for such terms in the Credit Agreement. References to "Sections," "subsections," "Exhibits" and "Schedules" shall be to Sections, subsections, Exhibits and Schedules, respectively, of this Agreement unless otherwise specifically provided including any amendments, modifications, or replacements thereto. All references to statutes and regulations shall include any amendments of the same and any successor statutes and regulations. References to particular sections of the UCC should be read to refer also to parallel sections of the Uniform Commercial Code as enacted in each state or other jurisdiction which may be applicable to the grant and perfection of the Liens held by the Bank pursuant to this Agreement.

The following terms have the meanings indicated below, all such definitions to be equally applicable to the singular and plural forms of the terms defined:

"Account" means any "account," as such term is defined in Article or Chapter 9 of the UCC, now owned or hereafter acquired by a Debtor, and, in any event, shall include, without limitation, each of the following, whether now owned or hereafter acquired by such Debtor: (a) all rights of such Debtor to payment for goods sold or leased or services rendered, whether or not earned by performance, (b) all accounts receivable of such Debtor, (c) all rights of such Debtor to receive any payment of money or other form of consideration, (d) all security pledged, assigned or granted to or held by such Debtor to secure any of the foregoing, (e) all guaranties of, or indemnifications with respect to, any of the foregoing, and (f) all rights of such Debtor as an unpaid seller of goods or services, including, but not limited to, all rights of stoppage in transit, replevin, reclamation and resale.

"Account Debtors" shall mean any Account debtor, as such term is defined in Article or Chapter 9 of the UCC, now owned or hereafter acquired by any Debtor.

"Affiliate" shall mean as to any Person, any other Person (excluding any Subsidiary) which, directly or indirectly, is in control of, is controlled by, or is under common control with such Person. For purposes of this definition, a Person shall be deemed to be "controlled by" a Person if such Person possesses, directly or indirectly, power either (i) to vote ten percent (10%) or more of the securities having ordinary voting power for the election of directors of such Person or (ii) to direct or cause the direction of the management and policies of such Person whether by control or otherwise.

"Anti-Terrorism Laws" means those laws and sanctions relating to terrorism or money laundering, including Executive order No. 13224, the USA Patriot Act (Public Law 107-56), the Bank Secrecy Act (Public Law 91-508), the Trading with the Enemy Act (50 U.S.C. App. Section 1 et. seq.), the International Emergency Economic Powers Act (50 U.S.C. Section 1701 et. seq.), and the sanction regulations promulgated pursuant thereto by the Office of Foreign Assets

Control, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957, (as any of the foregoing may from time to time be amended, renewed, extended or replaced).

**"Blocked Person"** means any of the following: (a) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224; (b) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224; (c) a Person with which Bank is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (d) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order No. 13224; (e) a Person that is named as a "specially designated national" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website or any replacement website or other replacement official publication of such list; or (f) a Person who is affiliated or associated with a Person listed above.

**"Business Day"** means any day other than a Saturday, a Sunday, or a federal holiday, on which Bank is open for business.

**"Chattel Paper"** means any "chattel paper," as such term is defined in Article or Chapter 9 of the UCC, now owned or hereafter acquired by a Debtor, and shall include both electronic Chattel Paper and tangible Chattel Paper.

**"Collateral"** means all of the personal property owned by a Debtor, whether now owned or existing, or hereafter arising or acquired or received by a Debtor, wherever located, including, without limitation, all of the following personal property owned by a Debtor:

(a) all Accounts; all Inventory; all Equipment and Fixtures; all General Intangibles, Payment Intangibles, and Intellectual Property Collateral; Titled Property; all Investment Property and Subsidiary Interests; all Deposit Accounts and any and all monies credited by or due from any financial institution or any other depository; all Goods and other personal property, including all merchandise returned or rejected by Account Debtors, relating to or securing any of the Accounts; all rights as a consignor, a consignee, an unpaid vendor, mechanic, artisan, or other lienor, including stoppage in transit, setoff, detinue, replevin, reclamation and repurchase; all additional amounts due to a Debtor from any Account Debtors relating to the Accounts; other property, including warranty claims, relating to any Goods; all contract rights, rights of payment earned under a contract right, instruments (including, without limit, promissory notes), Chattel Paper (including, without limit, electronic Chattel Paper), Documents, warehouse receipts, letters of credit, and money; all Commercial Tort Claims (whether now existing or hereafter arising); all Letter-of-Credit Rights (whether or not such letter of credit is evidenced by a writing); all Supporting Obligations; all personal property of third parties in which a Debtor has been granted a lien or security interest as security for the payment or enforcement of Accounts; and any other goods or personal property, if any, in which a Debtor may hereafter in writing grant a security interest to Bank hereunder, or in any amendment or supplement hereto or thereto, or under any other agreement between Bank and Debtors, or any of them; and

(b) each Debtor's ledger sheets, ledger cards, files, correspondence, records, books of account, business papers, computers, computer software (owned by any such Debtor or in which it has an interest), computer programs, electronic media, tapes, disks and documents relating to subsection (a) of this definition of Collateral; and

(c) all proceeds and products of subsections (a) and (b) of this definition of Collateral in whatever form, including: cash, Deposit Accounts (whether or not comprised solely of proceeds), certificates of deposit, insurance proceeds (including hazard, flood and credit insurance), negotiable instruments and other instruments for the payment of money, Chattel Paper, security agreements, Documents, eminent domain proceeds, condemnation proceeds and tort claim proceeds.

**"Commercial Tort Claims"** shall mean any Commercial tort claims, as such term is defined in Article or Chapter 9 of the UCC, now owned or hereafter acquired by any Debtor.

**"Computer Records"** means any computer records now owned or hereafter acquired by any Debtor.

**"Copyright Licenses"** shall mean all license agreements with any other Person in connection with any of the Copyrights or such other Person's copyrights, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses.

**"Copyrights"** shall mean all copyrights and mask works, whether or not registered, and all applications for registration of all copyrights and mask works, including, but not limited to all copyrights, mask works, and applications for registration of all copyrights and mask works identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Copyright Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof); and (c) all rights corresponding thereto and all modifications, adaptations, translations, enhancements and derivative works, renewals thereof, and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto.

**"Deposit Account"** shall mean a demand, time, savings, passbook, or similar account maintained with a bank. The term does not include Investment Property, investment accounts or accounts evidenced by an Instrument.

**"Document"** means any "document," as such term is defined in Article or Chapter 9 of the UCC, now owned or hereafter acquired by any Debtor, including, without limitation, all documents of title and all receipts covering, evidencing or representing goods now owned or hereafter acquired by a Debtor.

**"Equipment"** means any "equipment," as such term is defined in Article or Chapter 9 of the UCC, now owned or hereafter acquired by a Debtor and, in any event, shall include, without limitation, all machinery, equipment, furniture, trade fixtures, tractors, trailers, rolling stock, vessels, aircraft and Vehicles now owned or hereafter acquired by such Debtor and any and all additions, substitutions and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto.

**"GAAP"** means Generally Accepted Accounting Principles as promulgated by the United States of America Financial Accounting Standards Board in the United States of America in effect from time to time.

**"General Intangibles"** means any "general intangibles," as such term is defined in Article or Chapter 9 of the UCC, now owned or hereafter acquired by a Debtor and, in any event, shall include, without limitation, each of the following, whether now owned or hereafter acquired by such Debtor: (a) all of such Debtor's Intellectual Property Collateral; (b) all of such Debtor's books, records, data, plans, manuals, computer software, computer tapes, computer disks, computer programs, source codes, object codes and all rights of such Debtor to retrieve data and other information from third parties; (c) all of such Debtor's contract rights, commercial tort claims, partnership interests, membership interests, joint venture interests, securities, deposit accounts, investment accounts and certificates of deposit; (d) all rights of such Debtor to payment under chattel paper, documents, instruments and similar agreements; (e) letters of credit, letters-of-credit rights supporting obligations and rights to payment for money or funds advanced or sold to such Debtor; (f) all tax refunds and tax refund claims of such Debtor; (g) all choses in action and causes of action of such Debtor (whether arising in contract, tort or otherwise and whether or not currently in litigation) and all judgments in favor of such Debtor; (h) all rights and claims of such Debtor under warranties and indemnities, (i) all Health-Care-Insurance Receivables; and (j) all rights of such Debtor under any insurance, surety or similar contract or arrangement.

**"Goods"** shall mean any Goods, as such term is defined in Article or Chapter 9 of the UCC, now owned or hereafter acquired by any Debtor.

**"Governmental Authority"** shall mean any nation or government, any state, province or other political subdivision thereof, any central bank (or similar monetary or regulatory authority) thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

**"Health-Care-Insurance Receivable"** shall mean any Health-Care-Insurance receivable, as such term is defined in Article or Chapter 9 of the UCC, now owned or hereafter acquired by any Debtor.

**"Hedging Contract"** shall mean any foreign exchange contract, currency swap agreement, futures contract, commodities hedge agreement, interest rate protection agreement, interest rate future agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, option agreement or any other similar hedging agreement or arrangement entered into by a Person in the ordinary course of business.

**"Indebtedness"** shall mean all loans, advances, indebtedness, obligations and liabilities of each Debtor to Bank under the Credit Agreement, any Loan Document, together with all other indebtedness, obligations and liabilities whatsoever of such Debtor to Bank arising under or in connection with the Credit Agreement or any Loan Document, or

otherwise, whether matured or unmatured, liquidated or unliquidated, direct or indirect, absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, and any renewals or refinancing of the same.

**"Instrument"** shall mean any "instrument," as such term is defined in Article or Chapter 9 of the UCC, now owned or hereafter acquired by any Debtor, and, in any event, shall include all promissory notes (including without limitation, any Intercompany Notes held by such Debtor), drafts, bills of exchange and trade acceptances, whether now owned or hereafter acquired.

**"Insurance Proceeds"** shall have the meaning set forth in Section 4.4 of this Agreement.

**"Intellectual Property Collateral"** shall mean all of a Debtor's right, title, and interest in Patents, Patent Licenses, Copyrights, Copyright Licenses, Trademarks, Trademark Licenses, trade secrets, registrations, goodwill, franchises, permits, proprietary information, customer lists, designs, inventions and all other intellectual property and proprietary rights, including without limitation those described on Schedule 1.1 attached hereto and incorporated herein by reference.

**"Inventory"** means any "inventory," as such term is defined in Article or Chapter 9 of the UCC, now owned or hereafter acquired by a Debtor, and, in any event, shall include, without limitation, each of the following, whether now owned or hereafter acquired by such Debtor: (a) all goods and other personal property of such Debtor that are held for sale or lease or to be furnished under any contract of service; (b) all raw materials, work-in-process, finished goods, supplies and materials of such Debtor; (c) all wrapping, packaging, advertising and shipping materials of such Debtor and (d) all goods that have been returned to, repossessed by or stopped in transit by such Debtor.

**"Investment Property"** means any "investment property" as such term is defined in Article or Chapter 9 of the UCC, now owned or hereafter acquired by a Debtor, and in any event, shall include without limitation all shares of stock and other equity, partnership or membership interests constituting securities, of the Subsidiaries of such Debtor from time to time owned or acquired by such Debtor in any manner (including, without limitation, the Pledged Shares), and the certificates and all dividends, cash, instruments, rights and other property from time to time received, receivable or otherwise distributed or distributable in respect of or in exchange for any or all of such shares, but excluding any shares of stock or other equity, partnership or membership interests in any foreign Subsidiaries of such Debtor in excess of sixty five percent (65%) of the voting power of all classes of capital stock or other equity, partnership or membership interests in such foreign Subsidiaries entitled to vote.

**"Lien"** shall mean the security interest or lien arising from any pledge, assignment, hypothecation, mortgage, security interest, deposit arrangement, option, trust receipt, conditional sale or title retaining contract, sale and leaseback transaction, capitalized lease, consignment or bailment for security, or any other type of lien, charge, encumbrance, title exception, preferential or priority arrangement affecting property, whether based on common law or statute.

**"Loan Documents"** shall mean this Agreement, any notes any letter of credit, any guaranties (including any guaranty by Debtor of the indebtedness of Bart Enterprises, Inc. to Bank), security agreements, collateral assignments, pledge agreements, dominion of funds/lockbox agreement, account assignments, control agreements, letter of credit application and agreement or other reimbursement agreements, any subordination agreements, intercreditor agreements and any and all agreements, instruments and documents, including powers of attorney, consents, and all other writings heretofore, now or hereafter executed by any Debtor or delivered to Bank in connection with this Agreement or otherwise.

**"Patent Licenses"** shall mean all license agreements with any other Person in connection with any of the Patents or such other Person's patents, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses.

**"Patents"** shall mean all letters patent, patent applications and patentable inventions, including, without limitation, all letters patent and patent applications identified on Schedule 1.1 attached hereto and made a part hereof, and including without limitation, (a) all inventions and improvements described and claimed therein, and patentable inventions, (b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Patent Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (d) all rights corresponding thereto and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto.

**"Payment Intangibles"** shall mean any Payment intangibles, as such term is defined in Article or Chapter 9 of the UCC, now owned or hereafter acquired by any Debtor.

**"Permitted Liens"** shall have the meaning given for such term in the Credit Agreement if any.

**"Person"** means any individual, sole proprietorship, partnership, corporation, business trust, joint stock company, trust, unincorporated organization, association, limited liability company, institution, public benefit corporation, joint venture, entity or governmental body.

**"Pledged Shares"** means the shares of capital stock or other equity, partnership or membership interests described on *Schedule 1.2* attached hereto and incorporated herein by reference, and all other shares of capital stock or other equity, partnership or membership interests acquired by any Debtor after the date hereof, but excluding any shares of stock or other equity, partnership or membership interests in any foreign Subsidiaries of such Debtor in excess of 65% of the voting power of all classes of capital stock or other equity, partnership or membership interests in such foreign Subsidiaries entitled to vote.

**"Proceeds"** means any "proceeds," as such term is defined in Article or Chapter 9 of the UCC and, in any event, shall include, but not be limited to, (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to a Debtor from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to a Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any Governmental Authority (or any Person acting, or purporting to act, for or on behalf of any Governmental Authority), and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

**"Records"** are defined in *Section 3.2* of this Agreement.

**"Restricted Assets"** are defined in *Section 2.1* of this Agreement.

**"Software"** means all (i) computer programs and supporting information provided in connection with a transaction relating to the program, and (ii) computer programs embedded in goods and any supporting information provided in connection with a transaction relating to the program whether or not the program is associated with the goods in such a manner that it customarily is considered part of the goods, and whether or not, by becoming the owner of the goods, a Person acquires a right to use the program in connection with the goods, and whether or not the program is embedded in goods that consist solely of the medium in which the program is embedded.

**"Subsidiary"** means, with respect to any Person, a corporation or other entity of whose shares of stock or other ownership interests having ordinary voting power (other than stock or other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the directors of such corporation, are owned, directly or indirectly, by such Person.

**"Subsidiary Interests"** shall mean all of the issued and outstanding equity interests of any Subsidiary owned by a Debtor (not to exceed sixty five percent (65%) of the equity interests of any foreign Subsidiary).

**"Supporting Obligations"** shall mean any Supporting obligations, as such term is defined in Article of Chapter 9 of the UCC, now owned or hereafter acquired by any Debtor.

**"Trademark Licenses"** shall mean all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses.

**"Trademarks"** shall mean all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all

Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin.

"UCC" means the Uniform Commercial Code as in effect in the State of Michigan; provided, that if, by applicable law, the perfection or effect of perfection or non-perfection of the security interest created hereunder in any Collateral is governed by the Uniform Commercial Code as in effect on or after the date hereof in any other jurisdiction, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or the effect of perfection or non-perfection.

"Vehicles" means all cars, trucks, trailers, construction and earth moving equipment and other vehicles covered by a certificate of title law of any state and all tires and other appurtenances to any of the foregoing.

**Section 1.2 Accounting Terms.** All accounting terms not specifically defined herein shall be defined in accordance with GAAP. All financial computations to be made under this Agreement, unless otherwise specifically provided herein, shall be construed in accordance with GAAP. Whenever the term "Debtor" is used in respect of a financial covenant or a related definition, it shall be understood to mean Debtor and its Subsidiaries on a consolidated basis unless the context clearly requires otherwise.

**Section 1.3 Uniform Commercial Code.** All capitalized terms used herein with reference to the Collateral and defined in the UCC from time to time shall have the meaning given therein unless otherwise defined herein. To the extent the definition of any category or type of Collateral is expanded by any amendment, modification or revision to the UCC, such expanded definition will apply automatically as of the effective date of such amendment, modification or revision.

## **ARTICLE 2** **Security Interest**

**Section 2.1 Grant of Security Interest.** As collateral security for the prompt payment and performance in full when due of the Indebtedness, whether at stated maturity, by acceleration or otherwise, each Debtor hereby pledges, assigns, transfers and conveys to the Bank as collateral, and grants the Bank a continuing Lien on and security interest in, all of such Debtor's right, title and interest in and to the Collateral, whether now owned or hereafter arising or acquired and wherever located; provided, however, that "Collateral" shall not include (i) any shares of stock or other equity, partnership or membership interests in any foreign Subsidiaries of such Debtor in excess of 65% of the voting power of all classes of capital stock or other equity, partnership or membership interests in such foreign Subsidiaries entitled to vote or (ii) rights under or with respect to any General Intangible, license, permit or authorization to the extent any such General Intangible, license, permit or authorization, by its terms or by law, prohibits the assignment of, or the granting of a Lien over, the rights of a grantor thereunder or which would be invalid or unenforceable upon any such assignment or grant (the "Restricted Assets"), provided that (A) the Proceeds of any Restricted Asset shall continue to be deemed to be "Collateral", and (B) this provision shall not limit the grant of any Lien on or assignment of any Restricted Asset to the extent that the UCC or any other applicable law provides that such grant of Lien or assignment is effective irrespective of any prohibitions to such grant provided in any Restricted Asset (or the underlying documents related thereto). Concurrently with any such Restricted Asset being entered into or arising after the date hereof, the applicable Debtor shall be obligated to obtain any waiver or consent (in form and substance acceptable to the Bank) necessary to allow such Restricted Asset to constitute Collateral hereunder if the failure of such Debtor to have such Restricted Asset would have a Material Adverse Effect.

**Section 2.2 Debtors Remain Liable.** Notwithstanding anything to the contrary contained herein, (a) the Debtors shall remain liable under the contracts, agreements, documents and instruments included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Bank of any of its rights or remedies hereunder shall not release the Debtors from any of their duties or obligations under the contracts, agreements, documents and instruments included in the Collateral, and (c) the Bank shall not have any indebtedness, liability or obligation (by assumption or otherwise) under any of the contracts, agreements, documents and instruments included in the Collateral by reason of this Agreement, and none of them shall be obligated to perform any of the obligations or duties of the Debtors thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.



**ARTICLE 3**  
**Representations and Warranties**

To induce the Bank to enter into this Agreement and the Bank to enter into the Credit Agreement, each Debtor represents and warrants to the Bank as follows, each such representation and warranty being a continuing representation and warranty, surviving until termination of this Agreement in accordance with the provisions of Section 7.15 of this Agreement:

**Section 3.1 Title.** Such Debtor is, and with respect to Collateral acquired after the date hereof such Debtor will be, the legal and beneficial owner of the Collateral free and clear of any Lien or other encumbrance, except for the Permitted Liens.

**Section 3.2 Change in Form or Jurisdiction; Successor by Merger; Location of Books and Records.** As of the date hereof, each Debtor (a) is duly organized and validly existing as a corporation (or other business organization) under the laws of its jurisdiction of organization; (b) is formed in the jurisdiction of organization and has the registration number and tax identification number set forth on Schedule 3.2 attached hereto; (c) has not changed its respective corporate form or its jurisdiction of organization at any time during the five years immediately prior to the date hereof, except as set forth on such Schedule 3.2; (d) except as set forth on such Schedule 3.2 attached hereto, no Debtor has, at any time during the five years immediately prior to the date hereof, become the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise of any other Person, and (e) keeps true and accurate books and records regarding the Collateral (the "Records") in the office indicated on such Schedule 3.2.

**Section 3.3 Representations and Warranties Regarding Certain Types of Collateral.**

- (a) **Location of Inventory and Equipment.** As of the date hereof, (i) all Inventory (except Inventory in transit) and Equipment (except trailers, rolling stock, vessels, aircraft and Vehicles) of each Debtor are located at the places specified on Schedule 3.3(a) attached hereto, (ii) the name and address of the landlord leasing any location to any Debtor is identified on such Schedule 3.3(a), and (iii) the name of and address of each bailee or warehouseman which holds any Collateral and the location of such Collateral is identified on such Schedule 3.3(a).
- (b) **Account Information.** As of the date hereof, all Deposit Accounts, cash collateral accounts or investment accounts of each Debtor (except for those Deposit Accounts located with the Bank) are located at Bank or the banks specified on Schedule 3.3(b) attached hereto which Schedule sets forth the true and correct name of each bank where such accounts are located, such bank's address, the type of account and the account number.
- (c) **Documents.** As of the date hereof, except as set forth on Schedule 3.3(c), none of the Inventory or Equipment of such Debtor (other than trailers, rolling stock, vessels, aircraft and Vehicles) is evidenced by a Document (including, without limitation, a negotiable document of title).
- (d) **Intellectual Property.** Set forth on Schedule 1.1 (as the same may be amended from time to time) is a true and correct list of the registered Patents, Patent Licenses, registered Trademarks, Trademark Licenses, registered Copyrights and Copyright Licenses owned by the Debtors (including, in the case of the Patents, Trademarks and Copyrights, the applicable name, date of registration (or of application if registration not completed) and application or registration number).

**Section 3.4 Pledged Shares.**

- (a) **Duly Authorized and Validly Issued.** The Pledged Shares that are shares of a corporation have been duly authorized and validly issued and are fully paid and nonassessable, and the Pledged Shares that are membership interests or partnership units (if any) have been validly granted, under the laws of the jurisdiction of organization of the issuers thereof, and, to the extent applicable, are fully paid and nonassessable. No such membership or partnership interests constitute "securities" within the meaning of Article 8 of the UCC, and each Debtor covenants and agrees not to allow any such membership or partnership interest to become "securities" for purposes of Article 8 of the UCC.
- (b) **Valid Title; No Liens; No Restrictions.** Each Debtor is the legal and beneficial owner of the Pledged Shares, free and clear of any Lien (other than Permitted Liens), and such Debtor has not sold, granted

any option with respect to, assigned, transferred or otherwise disposed of any of its rights or interest in or to the Pledged Shares. None of the Pledged Shares are subject to any contractual or other restrictions upon the pledge or other transfer of such Pledged Shares, other than those imposed by securities laws generally. No issuer of Pledged Shares is party to any agreement granting "control" (as defined in Section 8-106 of the UCC) of such Debtor's Pledged Shares to any third party. All such Pledged Shares are held by each Debtor directly and not through any securities intermediary.

- (c) **Description of Pledged Shares; Ownership.** The Pledged Shares constitute the percentage of the issued and outstanding shares of stock, partnership units or membership interests of the issuers thereof indicated on *Schedule 1.2* and such Schedule contains a description of all shares of capital stock, membership interests and other equity interests of or in any Subsidiaries owned by such Debtor.

**Section 3.5 Intellectual Property.**

- (a) **Filings and Recordation.** Each Debtor has made all necessary filings and recordations to protect and maintain its interest in the Trademarks, Patents and Copyrights set forth on *Schedule 1.1*, including, without limitation, all necessary filings and recordings, and payments of all maintenance fees, in the United States Patent and Trademark Office and United States Copyright Office to the extent such Trademarks, Patents and Copyrights are material to such Debtor's business. Also set forth on *Schedule 1.1* is a complete and accurate list of all of the material Trademark Licenses, Patent Licenses and Copyright Licenses owned by the Debtors as of the date hereof.
- (b) **Trademarks and Trademark Licenses Valid.** (i) Each Trademark of the Debtors set forth on *Schedule 1.1* (as the same may be amended from time to time) is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and, to the Debtors' knowledge, is valid, registrable and enforceable (other than any Trademark disposed of or abandoned in conformity with the provisions of this Agreement and the Credit Agreement), (ii) each of the Trademark Licenses set forth on *Schedule 1.1* is validly subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the Debtors' knowledge, is valid and enforceable, (other than any Trademark License which has ceased to be valid and enforceable in accordance with the terms thereof) and (iii) the Debtors have notified the Bank in writing of all uses of any material Trademark and Trademark License of which any Debtor is aware which could reasonably be expected to lead to such item becoming invalid or unenforceable, including unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such Collateral.
- (c) **Patents and Patent Licenses Valid.** (i) Each Patent of the Debtors set forth on *Schedule 1.1* (as the same may be amended from time to time) is subsisting and has not been adjudged invalid, unpatentable or unenforceable, in whole or in part, and, to the Debtors' knowledge, is valid, patentable and enforceable except as otherwise set forth on *Schedule 1.1* (as the same may be amended from time to time), (other than any Patent disposed of or abandoned in conformity with the provisions of this Agreement, the Credit Agreement and the other Loan Documents) (ii) each of the Patent Licenses set forth on *Schedule 1.1* is validly subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the Debtors' knowledge, is valid and enforceable, (other than any Patent License which has ceased to be valid and enforceable in accordance with the terms thereof) and (iii) the Debtors have notified the Bank in writing of all uses of any Patent and Patent License material to any Debtor's business of which any Debtor is aware which could reasonably be expected to lead to such item becoming invalid or unenforceable.
- (d) **Copyright and Copyright Licenses Valid.** (i) Each Copyright of the Debtors set forth on *Schedule 1.1* (as the same may be amended from time to time) is subsisting and has not been adjudged invalid, uncopyrightable or unenforceable, in whole or in part, and, to the Debtors' knowledge, is valid, copyrightable and enforceable, (other than any Copyright disposed of or abandoned in conformity with the provisions of this Agreement, the Credit Agreement and the other Loan Documents) (ii) each of the Copyright Licenses set forth on *Schedule 1.1* is validly subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the Debtors' knowledge, is valid and enforceable, (other than any Copyright License which has ceased to be valid and enforceable in accordance the terms thereof) and (iii) the Debtors have notified the Bank in writing of all uses of any item of Copyright and Copyright License material to any Debtor's business of which any Debtor is aware which could reasonably be expected to lead to such item becoming invalid or unenforceable.

- (e) **No Assignment.** The Debtors have not made a previous assignment, sale, transfer or agreement constituting a present or future assignment, sale, transfer or encumbrance of any of the Intellectual Property Collateral, except with respect to non-exclusive licenses granted in the ordinary course of business or as permitted by this Agreement or the Credit Agreement/Loan Documents. No Debtor has granted any license, shop right, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Intellectual Property Collateral, except as set forth on *Schedule 1.1* or as otherwise disclosed to the Bank in writing.
- (f) **Products Marked.** Each Debtor has marked its products with the trademark registration symbol, copyright notices, the numbers of all appropriate patents, the common law trademark symbol or the designation "patent pending," as the case may be, to the extent that Debtor, in good faith, believes is reasonably and commercially practicable.
- (g) **Other Rights.** Except for the Trademark Licenses, Patent Licenses and Copyright Licenses listed on *Schedule 1.1* under which a Debtor is a licensee, no Debtor has knowledge of the existence of any right or any claim (other than as provided by this Agreement) that is likely to be made under or against any item of Intellectual Property Collateral contained on *Schedule 1.1* to the extent such claim could reasonably be expected to have a Material Adverse Effect.
- (h) **No Claims.** Except as set forth on *Schedule 1.1* or as otherwise disclosed to the Bank in writing, no claim has been made and is continuing or, to any Debtor's knowledge, threatened that the use by any Debtor of any item of Intellectual Property Collateral is invalid or unenforceable or that the use by any Debtor of any Intellectual Property Collateral does or may violate the rights of any Person. To the Debtors' knowledge, there is no infringement or unauthorized use of any item of Intellectual Property Collateral contained on *Schedule 1.1* except as set forth on such *Schedule 1.1* or as otherwise disclosed to the Bank in writing.
- (i) **No Consent.** No consent of any party (other than such Debtor) to any Patent License, Copyright License or Trademark License constituting Intellectual Property Collateral is required, or purports to be required, to be obtained by or on behalf of such Debtor in connection with the execution, delivery and performance of this Agreement that has not been obtained. Each Patent License, Copyright License and Trademark License constituting Intellectual Property Collateral is in full force and effect and constitutes a valid and legally enforceable obligation of the applicable Debtor and (to the knowledge of the Debtors) each other party thereto except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law). No consent or authorization of, filing with or other act by or in respect of any Governmental Authority is required in connection with the execution, delivery, performance, validity or enforceability of any of the Patent Licenses, Copyright Licenses or Trademark Licenses by any party thereto other than those which have been duly obtained, made or performed and are in full force and effect. Neither the Debtors nor (to the knowledge of any Debtor) any other party to any Patent License, Copyright License or Trademark License constituting Collateral is in default in the performance or observance of any of the terms thereof, except for such defaults as would not reasonably be expected, in the aggregate, to have a material adverse effect on the value of the Intellectual Property Collateral. To the knowledge of such Debtor, the right, title and interest of the applicable Debtor in, to and under each Patent License, Copyright License and Trademark License constituting Intellectual Property Collateral is not subject to any defense, offset, counterclaim or claim, except for such defenses, offsets, counterclaims or claims as would not reasonably be expected, in the aggregate, to have a material adverse effect on the value of the Intellectual Property Collateral.

**Section 3.6 Priority.** No financing statement, security agreement or other Lien instrument covering all or any part of the Collateral is on file in any public office with respect to any outstanding obligation of such Debtor except (i) as may have been filed in favor of the Bank pursuant to this Agreement and the Credit Agreement or the Loan Documents and (ii) financing statements filed in connection with Permitted Liens.

**Section 3.7 Perfection.** Upon (a) the filing of Uniform Commercial Code financing statements in the jurisdictions listed on *Schedule 3.7* attached hereto, and (b) the recording of this Agreement in the United States Patent and Trademark Office and the United States Copyright Office, the security interest in favor of the Bank created herein will constitute a valid and perfected Lien upon and security interest in the Collateral which may be created and perfected

either by filing financing statements under the UCC or by a filing with the United States Patent and Trademark Office and the United States Copyright Office.

**Section 3.8 Anti-Terrorism Laws.** No Debtor is in violation of any Anti-Terrorism Law or is engaged in nor has conspired to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. No Debtor nor any other Loan Party (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person, nor (ii) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order No. 13224.

#### **ARTICLE 4** **Covenants**

Each Debtor covenants and agrees with the Bank, until termination of this Agreement in accordance with the provisions of **Section 7.15** hereof, as follows:

##### **Section 4.1 Covenants Regarding Certain Kinds of Collateral.**

(a) **Promissory Notes and Tangible Chattel Paper.** If Debtors, now or at any time hereafter, collectively hold or acquire any promissory notes or tangible Chattel Paper for which the principal amount thereof or the obligations evidenced thereunder are, in the aggregate, in excess of \$50,000, the applicable Debtors shall promptly notify the Bank in writing thereof and, at the request and sole option of the Bank, forthwith endorse, assign and deliver the same to the Bank, accompanied by such instruments of transfer or assignment duly executed in blank as the Bank may from time to time reasonably specify, and cause all such Chattel Paper to bear a legend reasonably acceptable to the Bank indicating that the Bank has a security interest in such Chattel Paper.

(b) **Electronic Chattel Paper and Transferable Records.** If Debtors, now or at any time hereafter, collectively hold or acquire an interest in any electronic Chattel Paper or any "transferable record," as that term is defined in the federal Electronic Signatures in Global and National Commerce Act, or in the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, worth, in the aggregate, in excess of \$25,000, the applicable Debtors shall promptly notify the Bank thereof and, at the request and option of the Bank, shall take such action as the Bank may reasonably request to vest in the Bank control, under Section 9-105 of the UCC, of such electronic chattel paper or control under the federal Electronic Signatures in Global and National Commerce Act, or the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record.

(c) **Letter-of-Credit Rights.** If Debtors, now or at any time hereafter, collectively are or become beneficiaries under letters of credit, with an aggregate face amount in excess of \$25,000, the applicable Debtors shall promptly notify the Bank thereof and, at the request of the Bank, the applicable Debtors shall, pursuant to an agreement in form and substance reasonably satisfactory to the Bank, use commercially reasonable efforts to either arrange (i) for the issuer and any confirmer of such letters of credit to consent to an assignment to the Bank of the proceeds of the letters of credit or (ii) for the Bank to become the transferee beneficiary of the letters of credit, together with, in each case, any such other actions as reasonably requested by the Bank to perfect its first priority Lien in such Letter of Credit Rights. The applicable Debtor shall retain the proceeds of the applicable letters of credit until an Event of Default has occurred and is continuing whereupon the proceeds are to be delivered to the Bank and applied as set forth in the Credit Agreement or other Loan Documents.

(d) **Commercial Tort Claims.** If Debtors, now or at any time hereafter, collectively hold or acquire any Commercial Tort Claims, the reasonably estimated value of which are in the aggregate in excess of \$25,000, the applicable Debtors shall immediately notify the Bank in a writing signed by such Debtors of the particulars thereof and grant to the Bank in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Bank.

(e) **Pledged Shares.** All certificates or instruments representing or evidencing the Pledged Shares or any Debtor's rights therein shall be delivered to the Bank promptly upon Debtor gaining any rights therein, in suitable form for transfer by delivery or accompanied by duly executed stock powers or instruments of transfer or assignments in blank, all in form and substance reasonably acceptable to the Bank.

(f) **Equipment and Inventory.**

- (i) **Location.** Each Debtor shall keep the Equipment (other than Vehicles) and Inventory (other than Inventory in transit) which is in such Debtor's possession or in the possession of any bailee or warehouseman at any of the locations specified on *Schedule 3.3(a)* attached hereto or as otherwise disclosed in writing to the Bank from time to time, subject to compliance with the other provisions of this Agreement, including subsection (ii) below.
- (ii) **Landlord Consents and Bailee's Waivers.** Each Debtor shall provide, as applicable, a bailee's waiver or landlord consent, in form and substance acceptable to the Bank, for each non-Debtor owned location of Collateral (including without limit the locations disclosed on *Schedule 3.3(a)* or otherwise disclosed to the Bank in writing), promptly after leasing such location, and shall take all other actions required by the Bank to perfect the Bank's security interest in the Equipment and Inventory with the priority required by this Agreement.
- (iii) **Maintenance.** Each Debtor shall maintain the Equipment and Inventory in such condition as may be specified by the terms of the Credit Agreement or other Loan Documents.

(g) **Intellectual Property.**

- (i) **Trademarks.** Each Debtor agrees to take all necessary steps, including, without limitation, in the United States Patent and Trademark Office or in any court, to (x) defend, enforce, preserve the validity and ownership of, and maintain each Trademark registration and each Trademark License identified on *Schedule 1.1* hereto, and (y) pursue each trademark application now or hereafter identified on *Schedule 1.1* hereto, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of applications for renewal, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, and the participation in opposition, cancellation, infringement and misappropriation proceedings, except, in each case in which the Debtors have determined, using their commercially reasonable judgment, that any of the foregoing is not of material economic value to them. Each Debtor agrees to take corresponding steps with respect to each new or acquired Trademark registration, Trademark application or any rights obtained under any Trademark License, in each case, which it is now or later becomes entitled, except in each case in which such Debtor has determined, using its commercially reasonable judgment, that any of the foregoing is not of material economic value to it. Any expenses incurred in connection with such activities shall be borne by the Debtors.
- (ii) **Patents.** Each Debtor agrees to take all necessary steps, including, without limitation, in the United States Patent and Trademark Office or in any court, to (x) defend, enforce, preserve the validity and ownership of, and maintain each Patent and each Patent License identified on *Schedule 1.1* hereto, and (y) pursue each patent application, now or hereafter identified on *Schedule 1.1* hereto, including, without limitation, the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for reissue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, infringement and misappropriation proceedings, except in each case in which the Debtors have determined, using their commercially reasonable judgment, that any of the foregoing is not of material economic value to them. Each Debtor agrees to take corresponding steps with respect to each new or acquired Patent, Patent application, or any rights obtained under any Patent License, in each case, which it is now or later becomes entitled, except in each case in which the Debtors have determined, using their commercially reasonable judgment, that any of the foregoing is not of material economic value to them. Any expenses incurred in connection with such activities shall be borne by the Debtors.
- (iii) **Copyrights.** Each Debtor agrees to take all necessary steps, including, without limitation, in the United States Copyright Office or in any court, to (x) defend, enforce, and preserve the validity and ownership of each Copyright and each Copyright License identified on *Schedule 1.1* hereto, and (y) pursue each Copyright and mask work application, now or hereafter identified on *Schedule 1.1* hereto, including, without limitation, the payment of applicable fees, and the participation in infringement and misappropriation proceedings, except in each case in which the Debtors have determined, using their commercially reasonable judgment, that any of the foregoing is not of material economic value to them. Each Debtor agrees to take corresponding steps with respect to each new or acquired Copyright, Copyright and mask work application, or

any rights obtained under any Copyright License, in each case, which it is now or later becomes entitled, except in each case in which the Debtors have determined, using their commercially reasonable judgment, that any of the foregoing is not of material economic value to them. Any expenses incurred in connection with such activities shall be borne by the Debtors.

- (iv) **No Abandonment.** The Debtors shall not abandon any Intellectual Property Collateral without the written consent of the Bank, unless the Debtors shall have previously determined, using their commercially reasonable judgment, that such use or the pursuit or maintenance of such Intellectual Property Collateral is not of material economic value to it, in which case, the Debtors shall give notice of any such abandonment to the Bank promptly in writing after the determination to abandon such Intellectual Property Collateral is made.
- (v) **No Infringement.** In the event that a Debtor becomes aware that any item of the Intellectual Property Collateral which such Debtor has determined, using its commercially reasonable judgment, to be material to its business is infringed or misappropriated by a third party, such Debtor shall notify the Bank promptly and in writing, in reasonable detail, and shall take such actions as such Debtor or the Bank deems reasonably appropriate under the circumstances to protect such Intellectual Property Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense incurred in connection with such activities shall be borne by the Debtors. Each Debtor will advise the Bank promptly and in writing, in reasonable detail, of any adverse determination or the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding any material item of the Intellectual Property Collateral.
- (h) **Accounts and Contracts.** Each Debtor shall, in accordance with its usual business practices in effect from time to time, endeavor to collect or cause to be collected from each Account Debtor under its Accounts, as and when due, any and all amounts owing under such Accounts. So long as no Default or Event of Default has occurred and is continuing and except as otherwise provided in Section 6.4, each Debtor shall have the right to collect and receive payments on its Accounts, and to use and expend the same in its operations in each case in compliance with the terms of the Credit Agreement and other Loan Documents.
- (i) **Vehicles: Aircraft and Vessels.** Notwithstanding any other provision of this Agreement, no Debtor shall be required to make any filings as may be necessary to perfect the Bank's Lien on its Vehicles, aircraft and vessels, unless required by Bank in its sole discretion.
- (j) **Life Insurance Policies.** If any Debtor, now or any time hereafter, is the beneficiary of a "key man life insurance policy", it shall promptly notify the Bank thereof, provide the Bank with a true and correct list of the Persons insured; the name and address of the insurance company providing the coverage, the amount of such insurance and the policy number, and, unless otherwise waived by the Bank in writing, take such actions as Bank may deem necessary or the Bank shall deem reasonably desirable to collaterally assign such policy to the Bank.
- (k) **Deposit Accounts.** Each Debtor agrees to promptly notify the Bank in writing of all Deposit Accounts, cash collateral accounts or investments accounts opened after the date hereof (except with Bank), and such Debtor shall take such actions as may be necessary or deemed desirable by the Bank (including the execution and delivery of an account control agreement in form and substance satisfactory to the Bank) to grant the Bank a perfected, first priority Lien over each of the Deposit Accounts, cash collateral accounts or investment accounts excluding accounts specifically and exclusively used for payroll, payroll taxes and other employee wage and benefit payments. Notwithstanding anything to the contrary in the foregoing, providing notice or taking any other action shall not waive the occurrence or existence of any Default or Event of Default arising as a result of the establishment or existence of such accounts.

**Section 4.2 Encumbrances.** Each Debtor shall not create, permit or suffer to exist, and shall defend the Collateral against any Lien (other than Liens in favor of Bank and the Permitted Liens) or any restriction upon the pledge or other transfer thereof (other than as specifically permitted in the Credit Agreement or other Loan Documents), and shall defend such Debtor's title to and other rights in the Collateral and the Bank's pledge and collateral assignment of and security interest in the Collateral against the claims and demands of all Persons. Except to the extent permitted by the Credit Agreement or other Loan Documents or in connection with any release of Collateral under Section 7.16

hereof (but only to the extent of any Collateral so released), such Debtor shall do nothing to impair the rights of the Bank in the Collateral.

**Section 4.3 Disposition of Collateral: Payment of Taxes.** (a) Except as otherwise permitted under the Credit Agreement or other Loan Documents, no Debtor shall enter into or consummate any transfer or other disposition of Collateral.

(b) Each Debtor shall pay when due all taxes and other governmental charges with respect to such Debtor and/or the Collateral.

**Section 4.4 Insurance.** The Collateral pledged by such Debtor or the Debtors will be insured (to the extent such Collateral is insurable) with insurance coverage in such amounts and of such types as are required by Bank. In the case of all such insurance policies, each such Debtor shall designate the Bank, as mortgagee or lender loss payee and such policies shall provide that any loss be payable to the Bank, as mortgagee or lender loss payee, as its interests may appear. Further, upon the reasonable request of the Bank, each such Debtor shall deliver certificates evidencing such policies, including all endorsements thereon and those required hereunder, to the Bank; and each such Debtor assigns to the Bank, as additional security hereunder, all its rights to receive proceeds of insurance with respect to the Collateral. All such insurance shall, by its terms, provide that the applicable carrier shall, prior to any cancellation before the expiration date thereof, mail thirty (30) days' prior written notice to the Bank of such cancellation (or ten (10) days' prior written notice to the Bank of such cancellation due to the failure to pay premiums). Each Debtor further shall provide the Bank upon Bank's request with evidence reasonably satisfactory to the Bank that each such Debtor is at all times in compliance with this paragraph. Upon the occurrence and during the continuance of an Event of Default, the Bank may, at its option, act as each such Debtor's attorney-in-fact in obtaining, adjusting, settling and compromising such insurance and endorsing any drafts. Upon such Debtor's failure to insure the Collateral as required in this covenant, the Bank may, at its option, procure such insurance and its costs therefor shall be charged to such Debtor, payable on demand, with interest at the highest rate set forth in the Credit Agreement or other Loan Documents and added to the Indebtedness secured hereby. The disposition of proceeds payable to such Debtor of any insurance on the Collateral (the "Insurance Proceeds") shall be governed by the following:

- (a) provided that no Event of Default has occurred and is continuing hereunder, (i) if the amount of Insurance Proceeds in respect of any loss or casualty does not exceed One Hundred Thousand Dollars (\$100,000), such Debtor shall be entitled, in the event of such loss or casualty, to receive all such Insurance Proceeds and to apply the same toward the replacement of the Collateral affected thereby or to the purchase of other assets to be used in such Debtor's business (provided that such assets shall be subjected to a first priority Lien in favor of the Bank and such repurchase of assets shall occur within 90 days of such Debtor receiving the Insurance Proceeds); and (ii) if the amount of Insurance Proceeds in respect of any loss or casualty exceeds One Hundred Thousand Dollars (\$100,000), such Insurance Proceeds shall be paid to and received by the Bank, for release to such Debtor for the replacement of the Collateral affected thereby or to the purchase of other assets to be used in such Debtor's business (provided that such assets shall be subjected to a first priority Lien in favor of the Bank); or, upon written request of such Debtor (accompanied by reasonable supporting documentation), for such other use or purpose as approved by the Bank, in its reasonable discretion, it being understood and agreed in connection with any release of funds under this subparagraph (ii), that the Bank may impose reasonable and customary conditions on the disbursement of such Insurance Proceeds; and
- (b) if an Event of Default has occurred and is continuing and is not waived as provided in the Credit Agreement or other Loan Documents, all Insurance Proceeds in respect of any loss or casualty shall be paid to and received by the Bank, to be applied by the Bank against the Indebtedness in the manner specified in the Credit Agreement or other Loan Documents and/or to be held by the Bank as cash collateral for the Indebtedness, as the Bank may direct in its sole discretion.

**Section 4.5 Corporate Changes: Books and Records: Inspection Rights.** Each Debtor shall (a) not change its respective name, identity, corporate structure or jurisdiction of organization, or identification number in any manner that might make any financing statement filed in connection with this Agreement seriously misleading within the meaning of Section 9-506 of the UCC unless such Debtor shall have given the Bank thirty (30) days prior written notice with respect to any change in such Debtor's corporate structure, jurisdiction of organization, name or identity and shall have taken all action deemed reasonably necessary by the Bank under the circumstances to protect its Liens and the perfection and priority thereof, (b) keep the Records at the location specified on *Schedule 3.2* as the location of such books and records or as otherwise specified in writing to the Bank and (c) permit the Bank and its agents and

representatives to enter upon all premises where Collateral is located or kept and conduct inspections, discussion, appraisals and audits of the Collateral in accordance with the terms of the Credit Agreement or other Loan Documents.

**Section 4.6 Notification of Lien; Continuing Disclosure.** Each Debtor shall promptly notify the Bank in writing of any Lien, encumbrance or claim (other than a Permitted Lien, to the extent not otherwise subject to any notice requirements under the Credit Agreement or other Loan Documents) that has attached to or been made or asserted against any of the Collateral upon becoming aware of the existence of such Lien, encumbrance or claim.

**Section 4.7 Covenants Regarding Pledged Shares**

**(a) Voting Rights and Distributions.**

(i) So long as no Event of Default shall have occurred and be continuing (both before and after giving effect to any of the actions or other matters described in clauses (A) or (B) of this subparagraph):

(A) Each Debtor shall be entitled to exercise any and all voting and other consensual rights (including, without limitation, the right to give consents, waivers and ratifications) pertaining to any of the Pledged Shares or any part thereof; provided, however, that no vote shall be cast or consent, waiver or ratification given or action taken without the prior written consent of the Bank which would violate any provision of this Agreement, the Credit Agreement or other Loan Documents; and

(B) Except as otherwise provided by the Credit Agreement or other Loan Documents, such Debtor shall be entitled to receive and retain any and all dividends, distributions and interest paid in respect to any of the Pledged Shares.

(ii) Upon the occurrence and during the continuance of an Event of Default:

(A) The Bank may, without notice to such Debtor, transfer or register in the name of the Bank or any of its nominees, any or all of the Pledged Shares and the Proceeds thereof (in cash or otherwise) held by the Bank hereunder, and the Bank or its nominee may thereafter, after delivery of notice to such Debtor, exercise all voting and corporate rights at any meeting of any corporation issuing any of the Pledged Shares and any and all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to any of the Pledged Shares as if the Bank were the absolute owner thereof, including, without limitation, the right to exchange, at its discretion, any and all of the Pledged Shares upon the merger, consolidation, reorganization, recapitalization or other readjustment of any corporation issuing any of such Pledged Shares or upon the exercise by any such issuer or the Bank of any right, privilege or option pertaining to any of the Pledged Shares, and in connection therewith, to deposit and deliver any and all of the Pledged Shares with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Bank may determine, all without liability except to account for property actually received by it, but the Bank shall have no duty to exercise any of the aforesaid rights, privileges or options, and the Bank shall not be responsible for any failure to do so or delay in so doing.

(B) All rights of such Debtor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to Section 4.7(a)(i)(A) and to receive the dividends, interest and other distributions which it would otherwise be authorized to receive and retain pursuant to Section 4.7(a)(i)(B) shall be suspended until such Event of Default shall no longer exist, and all such rights shall, until such Event of Default shall no longer exist, thereupon become vested in the Bank which shall thereupon have the sole right to exercise such voting and other consensual rights and to receive, hold and dispose of as Pledged Shares such dividends, interest and other distributions.

(C) All dividends, interest and other distributions which are received by such Debtor contrary to the provisions of this Section 4.7(a)(iii) shall be received in trust for the benefit of the Bank, shall be segregated from other funds of such Debtor and shall be forthwith paid



over to the Bank as Collateral in the same form as so received (with any necessary endorsement).

- (D) Each Debtor shall execute and deliver (or cause to be executed and delivered) to the Bank all such proxies and other instruments as the Bank may reasonably request for the purpose of enabling the Bank to exercise the voting and other rights which it is entitled to exercise pursuant to this Section 4.7(a)(iii) and to receive the dividends, interest and other distributions which it is entitled to receive and retain pursuant to this Section 4.7(a)(iii). The foregoing shall not in any way limit the Bank's power and authority granted pursuant to the other provisions of this Agreement.

(b) Possession; Reasonable Care. Regardless of whether a Default or an Event of Default has occurred or is continuing, the Bank shall have the right to hold in its possession all Pledged Shares pledged, assigned or transferred hereunder and from time to time constituting a portion of the Collateral. The Bank may appoint one or more agents (which in no case shall be a Debtor or an affiliate of a Debtor) to hold physical custody, for the account of the Bank, of any or all of the Collateral. The Bank shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which the Bank accords its own property, it being understood that the Bank shall not have any responsibility for (i) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Collateral, whether or not the Bank has or is deemed to have knowledge of such matters, or (ii) taking any necessary steps to preserve rights against any parties with respect to any Collateral. Following the occurrence and continuance of an Event of Default, the Bank shall be entitled to take ownership of the Collateral in accordance with the UCC.

**Section 4.8 New Subsidiaries; Additional Collateral**

- (a) With respect to each Person which becomes a Subsidiary of a Debtor subsequent to the date hereof, such Debtor shall cause such Subsidiary to execute and deliver a Joinder Agreement in the form of Exhibit B hereto or security agreements or other pledge documents as are required by the Credit Agreement or other Loan Documents, within the time periods set forth therein.
- (b) Each Debtor agrees that, (i) except with the written consent of the Bank, it will not permit any domestic Subsidiary (whether now existing or formed after the date hereof) to issue to such Debtor or any of such Debtor's other Subsidiaries any shares of stock, membership interests, partnership units, notes or other securities or instruments (including without limitation the Pledged Shares) in addition to or in substitution for any of the Collateral, unless, concurrently with each issuance thereof, any and all such shares of stock, membership interests, partnership units, notes or instruments are encumbered in favor of the Bank under this Agreement or otherwise (it being understood and agreed that all such shares of stock, membership interests, partnership units, notes or instruments issued to such Debtor shall, without further action by such Debtor or the Bank, be automatically encumbered by this Agreement as Pledged Shares) and (ii) it will promptly following the issuance thereof deliver to the Bank (A) an amendment, duly executed by such Debtor, in substantially the form of Exhibit A hereto in respect of such shares of stock, membership interests, partnership units, notes or instruments issued to Debtor or (B) if reasonably required by the Bank, a new stock pledge, duly executed by the applicable Debtor, in substantially the form of this Agreement (a "New Pledge"), in respect of such shares of stock, membership interests, partnership units, notes or instruments issued to any Debtor granting to the Bank, a first priority security interest, pledge and Lien thereon, together in each case with all certificates, notes or other instruments representing or evidencing the same, together with such other documentation as the Bank may reasonably request. Such Debtor hereby (x) authorizes the Bank to attach each such amendment to this Agreement, (y) agrees that all such shares of stock, membership interests, partnership units, notes or instruments listed in any such amendment delivered to the Bank shall for all purposes hereunder constitute Pledged Shares, and (z) is deemed to have made, upon the delivery of each such amendment, the representations and warranties contained in Section 3.4 of this Agreement with respect to the Collateral covered thereby.
- (c) With respect to any Intellectual Property Collateral owned, licensed or otherwise acquired by any Debtor after the date hereof, and with respect to any Patent, Trademark or Copyright which is not registered or filed with the U.S. Patent and Trademark Office and/or the U.S. Copyright Office at the time such Collateral is pledged by a Debtor to the Bank pursuant to this Agreement, and which is subsequently registered or filed by such Debtor in the appropriate office, such Debtor shall promptly after the acquisition or registration thereof execute or cause to be executed and delivered to the Bank, (i) an

amendment, duly executed by such Debtor, in substantially the form of *Exhibit A* hereto, in respect of such additional or newly registered collateral or (ii) at the Bank's option, a new security agreement, duly executed by the applicable Debtor, in substantially the form of this Agreement, in respect of such additional or newly registered collateral, granting to the Bank, a first priority security interest, pledge and Lien thereon (subject only to the Permitted Liens), and shall, upon the Bank's request, execute or cause to be executed any financing statement or other document (including without limitation, filings required by the U.S. Patent and Trademark Office and/or the U.S. Copyright Office in connection with any such additional or newly registered collateral) granting or otherwise evidencing a Lien over such new Intellectual Property Collateral. Each Debtor hereby (x) authorizes the Bank to attach each amendment to this Agreement, (y) agrees that all such additional collateral listed in any amendment delivered to the Bank shall for all purposes hereunder constitute Intellectual Property Collateral, and (z) is deemed to have made, upon the delivery of each such Amendment, the representations and warranties contained in Section 3.3(d) and Section 3.5 of this Agreement with respect to the Collateral covered thereby.

**Section 4.9 Further Assurances** (a) At any time and from time to time, upon the request of the Bank, and at the sole expense of the Debtors, each Debtor shall promptly execute and deliver all such further agreements, documents and instruments and take such further action as the Bank may reasonably deem necessary or appropriate to (i) preserve, ensure the priority, effectiveness and validity of and perfect the Bank's security interest in and pledge and collateral assignment of the Collateral (including causing the Bank's name to be noted as secured party on any certificate of title for a titled good if such notation is a condition of the Bank's ability to enforce its security interest in such Collateral), unless such actions are specifically waived under the terms of this Agreement and the other Loan Documents, (ii) carry out the provisions and purposes of this Agreement and (iii) to enable the Bank to exercise and enforce its rights and remedies hereunder with respect to any of the Collateral. Except as otherwise expressly permitted by the terms of the Credit Agreement relating to disposition of assets and except for Permitted Liens, each Debtor agrees to maintain and preserve the Bank's security interest in and pledge and collateral assignment of the Collateral hereunder and the priority thereof.

(b) Each Debtor hereby irrevocably authorizes the Bank at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements and amendments thereto that (i) indicate any or all of the Collateral upon which the Debtors have granted a Lien, and (ii) provide any other information required by Part 5 of Article 9 of the UCC, including organizational information and in the case of a fixture filing or a filing for Collateral consisting of as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as the Bank may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted to the Bank herein, including describing such property as "all assets" or "all personal property, whether now owned or hereafter acquired" or words of similar import. Each Debtor agrees to furnish any such information required by this paragraph to the Bank promptly upon request.

**Section 4.10 Anti-Terrorism Laws**. No Debtor shall, at any time, (a) directly or through its Affiliates and agents, conduct any business or engage in any transaction or dealing with any Blocked Person, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Blocked Person, (b) directly or through its Affiliates and agents, deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order No. 13224; (c) directly or through its Affiliates and agents, engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law; or (d) fail to deliver to Bank any certification or other evidence requested from time to time by Bank in its sole discretion, confirming the compliance of each Debtor with this section.

**Section 4.11 Environmental Compliance**. Each Debtor shall:

- (a) Use and operate all of its facilities and properties in compliance with all Environmental Laws, keep all necessary permits, approvals, certificates, licenses and other authorizations under Environmental Laws in effect and remain in compliance therewith, and handle all Hazardous Materials in compliance with all applicable Environmental Laws except where the failure to do so could not reasonably be expected to have a Material Adverse Effect;
- (b) Promptly notify Bank and provide copies upon receipt of all written claims, complaints, notices or inquiries received by such Debtor of a material nature relating to its facilities and properties or compliance with Environmental Laws, and shall promptly cure all violations of or noncompliance with all Environmental

Laws to the extent that such violations could reasonably be likely to have a Material Adverse Effect and shall diligently undertake to have dismissed with prejudice to the satisfaction of Bank any actions and proceedings relating to compliance with Environmental Laws to which such Debtor is named a party, other than such actions or proceedings being contested in good faith and with the establishment of a reasonable reserve;

- (c) To the extent necessary to materially comply with Environmental Laws, remediate or monitor contamination arising from a release or disposal of Hazardous Material; and
- (d) Provide such information and certifications which Bank may reasonably request from time to time to evidence compliance with this Section 4.11.

**ARTICLE 5**  
**Rights of the Bank**

**Section 5.1 Power of Attorney.** Each Debtor hereby irrevocably constitutes and appoints the Bank and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the name of such Debtor or in its own name, to take, after the occurrence and during the continuance of an Event of Default, any and all actions, and to execute any and all documents and instruments which the Bank at any time and from time to time deems necessary, to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, such Debtor hereby gives the Bank the power and right on behalf of such Debtor and in its own name to do any of the following after the occurrence and during the continuance of an Event of Default, without notice to or the consent of such Debtor:

- (a) to demand, sue for, collect or receive, in the name of such Debtor or in its own name, any money or property at any time payable or receivable on account of or in exchange for any of the Collateral and, in connection therewith, endorse checks, notes, drafts, acceptances, money orders, documents of title or any other instruments for the payment of money under the Collateral or any policy of insurance;
- (b) to pay or discharge taxes, Liens (other than Permitted Liens) or other encumbrances levied or placed on or threatened against the Collateral;
- (c) (i) to direct Account Debtors and any other parties liable for any payment under any of the Collateral to make payment of any and all monies due and to become due thereunder directly to the Bank or as the Bank shall direct; (ii) to receive payment of and receipt for any and all monies, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (iii) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, proxies, stock powers, verifications and notices in connection with accounts and other documents relating to the Collateral; (iv) to commence and prosecute any suit, action or proceeding at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (v) to defend any suit, action or proceeding brought against such Debtor with respect to any Collateral; (vi) to settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as the Bank may deem appropriate; (vii) to exchange any of the Collateral for other property upon any merger, consolidation, reorganization, recapitalization or other readjustment of the issuer thereof and, in connection therewith, deposit any of the Collateral with any committee, depository, transfer agent, registrar or other designated agency upon such terms as the Bank may determine; (viii) to add or release any guarantor, indorser, surety or other party to any of the Collateral; (ix) to renew, extend or otherwise change the terms and conditions of any of the Collateral; (x) to make, settle, compromise or adjust any claim under or pertaining to any of the Collateral (including claims under any policy of insurance); (xi) subject to any pre-existing rights or licenses, to assign any Patent, Copyright or Trademark constituting Intellectual Property Collateral (along with the goodwill of the business to which any such Patent, Copyright or Trademark pertains), for such term or terms, on such conditions and in such manner, as the Bank shall in its sole discretion determine, and (xii) to sell, transfer, pledge, convey, make any agreement with respect to, or otherwise deal with, any of the Collateral as fully and completely as though the Bank were the absolute owner thereof for all purposes, and to do, at the Bank's option and such Debtor's expense, at any time, or from time to time, all acts and things which the Bank deems necessary to protect, preserve, maintain, or realize upon the Collateral and the Bank's security interest therein.

This power of attorney is a power coupled with an interest and shall be irrevocable. The Bank shall be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges and options expressly or implicitly granted to the Bank in this Agreement, and shall not be liable for any failure to do so or any delay in doing so. This power of attorney is conferred on the Bank solely to protect, preserve, maintain and realize upon its security interest in the Collateral. The Bank shall not be responsible for any decline in the value of the Collateral and shall not be required to take any steps to preserve rights against prior parties or to protect, preserve or maintain any Lien given to secure the Collateral.

**Section 5.2 Setoff.** In addition to and not in limitation of any rights of the Bank under applicable law, the Bank shall, upon the occurrence and continuance of an Event of Default, without notice or demand of any kind, have the right to appropriate and apply to the payment of the Indebtedness owing to it (whether or not then due) any and all balances, credits, deposits, accounts or moneys of Debtors then or thereafter on deposit with Bank; provided, however, that any such amount so applied by any Bank on any of the Indebtedness owing to it shall be subject to the provisions of the Credit Agreement and other Loan Documents.

**Section 5.3 Assignment by the Bank.** The Bank may at any time assign or otherwise transfer all or any portion of its rights and obligations as Bank under this Agreement and the other Loan Documents (including, without limitation, the Indebtedness) to any other Person, to the extent permitted by, and upon the conditions contained in, the Credit Agreement and other Loan Document and such Person shall thereupon become vested with all the benefits and obligations thereof granted to the Bank herein or otherwise.

**Section 5.4 Performance by the Bank.** If any Debtor shall fail to perform any covenant or agreement contained in this Agreement, the Bank may (but shall not be obligated to) perform or attempt to perform such covenant or agreement on behalf of the Debtors, in which case Bank shall exercise good faith and make diligent efforts to give Debtors prompt prior written notice of such performance or attempted performance. In such event, the Debtors shall, at the request of the Bank, promptly pay any reasonable amount expended by the Bank in connection with such performance or attempted performance to the Bank, together with interest at the highest per annum rate of interest applicable to the Indebtedness, from and including the date of such expenditure to but excluding the date such expenditure is paid in full and such amounts expended by Bank shall be added to the Indebtedness. Notwithstanding the foregoing, it is expressly agreed that the Bank shall not have any liability or responsibility for the performance (or non-performance) of any obligation of the Debtors under this Agreement.

**Section 5.5 Certain Costs and Expenses.** The Debtors shall pay or reimburse the Bank within five (5) Business Days after demand for all reasonable costs and expenses (including reasonable attorneys' and paralegal fees) incurred by it in connection with the enforcement, attempted enforcement, or preservation of any rights or remedies under this Agreement, the Credit Agreement or any Loan Document during the existence of an Event of Default or after acceleration of any of the Indebtedness (including in connection with any "workout" or restructuring regarding the Indebtedness, and including in any insolvency proceeding or appellate proceeding). The agreements in this **Section 5.5** shall survive the payment in full of the Indebtedness and the termination of this Agreement, the Credit Agreement and/or the Loan Documents in connection with any payoff of the Indebtedness.

**Section 5.6 Indemnification.** The Debtors shall indemnify, defend and hold the Bank, each of its officers, directors, employees, counsel, agents and attorneys-in-fact (each, an "Indemnified Person") harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, charges, expenses and disbursements (including reasonable attorneys' and paralegals' fees) of any kind or nature whatsoever which may at any time (including at any time following repayment of the Indebtedness and the termination, resignation or replacement of the Bank) be imposed on, incurred by or asserted against any such Indemnified Person in any way relating to or arising out of this Agreement or any other Loan Document or any document relating to or arising out of or referred to in this Agreement or any other Loan Document, or the transactions contemplated hereby, or any action taken or omitted by any such Indemnified Person under or in connection with any of the foregoing, including with respect to any investigation, litigation or proceeding (including any bankruptcy proceeding or appellate proceeding) related to or arising out of this Agreement or the Indebtedness or the use of the proceeds thereof, whether or not any Indemnified Person is a party thereto (all the foregoing, collectively, the "Indemnified Liabilities"); provided, that the Debtors shall have no obligation under this **Section 5.6** to any Indemnified Person with respect to Indemnified Liabilities to the extent resulting from the gross negligence or willful misconduct of such Indemnified Person. The agreements in this **Section 5.6** shall survive payment of all other Indebtedness and the termination of this Agreement, the Credit Agreement and/or the Loan Documents in connection with any payoff of the Indebtedness.

**ARTICLE 6**  
**Default**

**Section 6.1 Events of Default.** The occurrence of any of the following shall constitute an Event of Default under this Agreement:

- (a) the occurrence of any Event of Default under and as defined in the Credit Agreement or any Loan Document;
- (b) any substantial loss, theft, damage or destruction to or of any Collateral, or the issuance or filing of any attachment, levy, garnishment or the commencement of any proceeding in connection with any Collateral or of any other judicial process of, upon or in respect of any Borrower, any Debtor, any Guarantor, or any Collateral, or
- (c) there shall occur any sale or other disposition by any Borrower, any Debtor, or any Guarantor of any substantial portion of its assets or property or voluntary suspension of the transaction of business by any Borrower, Debtor, or any Guarantor.

**Section 6.2 Rights and Remedies.** If an Event of Default shall have occurred and be continuing, the Bank shall have the following rights and remedies:

- (a) The Bank may exercise any of the rights and remedies set forth in this Agreement (including, without limitation, Article 5 hereof), in the Credit Agreement, or in any Loan Document, or by applicable law.
- (b) In addition to all other rights and remedies granted to the Bank in this Agreement, the Credit Agreement, the other Loan Documents, or by applicable law, the Bank shall have all of the rights and remedies of a secured party under the UCC (whether or not the UCC applies to the affected Collateral) and the Bank may also, without previous demand or notice except as specified below or in the Credit Agreement or the other Loan Documents, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any exchange, broker's board or at any of the Bank's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Bank may, in its reasonable discretion, deem commercially reasonable or otherwise as may be permitted by law. Without limiting the generality of the foregoing, the Bank may (personally or by agents, attorneys or appointment of a receiver) (i) without demand or notice to the Debtors (except as required under the Credit Agreement, the Loan Documents or applicable law), collect, receive or take possession of the Collateral or any part thereof, and for that purpose the Bank (and/or its agents, servicers or other independent contractors) may enter upon any premises on which the Collateral is located and remove the Collateral therefrom or render it inoperable, and/or (ii) sell, lease or otherwise dispose of the Collateral, or any part thereof, in one or more parcels at public or private sale or sales, at the Bank's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Bank may, in its reasonable discretion, deem commercially reasonable or otherwise as may be permitted by law. The Bank shall have the right at any public sale or sales, and, to the extent permitted by applicable law, at any private sale or sales, to bid (which bid may be, in whole or in part, in the form of cancellation of indebtedness) and become a purchaser of the Collateral or any part thereof free of any right of redemption on the part of the Debtors, which right of redemption is hereby expressly waived and released by the Debtors to the extent permitted by applicable law. The Bank may require the Debtors to assemble the Collateral and make it available to the Bank at any place designated by the Bank that is reasonably convenient to all parties to allow the Bank to take possession or dispose of such Collateral. The Debtors agree that the Bank shall not be obligated to give more than ten (10) days' prior written notice of the time and place of any public sale or of the time after which any private sale may take place and that such notice shall constitute reasonable notice of such matters. The foregoing shall not require notice if none is required by applicable law. The Bank shall not be obligated to make any sale of Collateral if, in the exercise of its reasonable discretion, it shall determine not to do so, regardless of the fact that notice of sale of Collateral may have been given. The Bank may, without notice or publication (except as required by applicable law), adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. The Debtors shall be liable for all reasonable expenses of retaking, holding, preparing for sale or the like, and all reasonable attorneys' fees, legal expenses and other costs and expenses incurred by the Bank in connection with the collection of the Indebtedness and the enforcement of the Bank's rights under this Agreement, the Credit Agreement and the Loan Documents. The Debtors shall, to the extent permitted

by applicable law, remain liable for any deficiency if the proceeds of any such sale or other disposition of the Collateral (conducted in conformity with this clause (b) and applicable law) applied to the Indebtedness are insufficient to pay the Indebtedness in full. The Bank shall apply the proceeds from the sale of the Collateral hereunder against the Indebtedness in such order and manner as provided in the Credit Agreement and the Loan Documents.

- (c) The Bank may cause any or all of the Collateral held by it to be transferred into the name of the Bank or the name or names of the Bank's nominee or nominees.
- (d) The Bank may exercise any and all rights and remedies of the Debtors under or in respect of the Collateral, including, without limitation, any and all rights of the Debtors to demand or otherwise require payment of any amount under, or performance of any provision of, any of the Collateral and any and all voting rights and corporate powers in respect of the Collateral.
- (e) On any sale of the Collateral, the Bank is hereby authorized to comply with any limitation or restriction with which compliance is necessary (based on a reasoned opinion of the Bank's counsel) in order to avoid any violation of applicable law or in order to obtain any required approval of the purchaser or purchasers by any applicable Governmental Authority.
- (f) The Bank may direct Account Debtors and any other parties liable for any payment under any of the Collateral to make payment of any and all monies due and to become due thereunder directly to the Bank or as the Bank shall direct.
- (g) In the event of any sale, assignment or other disposition of the Intellectual Property Collateral, the goodwill of the business connected with and symbolized by any Collateral subject to such disposition shall be included, and the Debtors shall supply to the Bank or its designee the Debtors' know-how and expertise related to the Intellectual Property Collateral subject to such disposition, and the Debtors' notebooks, studies, reports, records, documents and things embodying the same or relating to the inventions, processes or ideas covered by and to the manufacture of any products under or in connection with the Intellectual Property Collateral subject to such disposition.
- (h) For purposes of enabling the Bank to exercise its rights and remedies under this Section 6.2 and enabling the Bank and its successors and assigns to enjoy the full benefits of the Collateral, the Debtors hereby grant to the Bank an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Debtors) to use, assign, license or sublicense any of the Intellectual Property Collateral, Computer Records or Software (including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and all computer programs used for the completion or printout thereof), exercisable upon the occurrence and during the continuance of an Event of Default (and thereafter if Bank succeeds to any of the Collateral pursuant to an enforcement proceeding or voluntary arrangement with Debtor), except as may be prohibited by any licensing agreement relating to such Computer Records or Software. This license shall also inure to the benefit of all successors, assigns, transferees of and purchasers from the Bank.

### **Section 6.3 Private Sales.**

- (a) In view of the fact that applicable securities laws may impose certain restrictions on the method by which a sale of the Pledged Shares may be effected after an Event of Default, Debtors agree that upon the occurrence and during the continuance of an Event of Default, the Bank may from time to time attempt to sell all or any part of the Pledged Shares by a private sale in the nature of a private placement, restricting the bidders and prospective purchasers to those who will represent and agree that they are "accredited investors" within the meaning of Regulation D promulgated pursuant to the Securities Act of 1933, as amended (the "Securities Act"), and are purchasing for investment only and not for distribution. In so doing, the Bank may solicit offers for the Pledged Shares, or any part thereof, from a limited number of investors who might be interested in purchasing the Pledged Shares. Without limiting the methods or manner of disposition which could be determined to be commercially reasonable, if the Bank hires a firm of regional or national reputation that is engaged in the business of rendering investment banking and brokerage services to solicit such offers and facilitate the sale of the Pledged Shares, then the Bank's acceptance of the highest offer (including its own offer at any such sale) obtained through such efforts of such firm shall be deemed to be a commercially reasonable method of disposition of such Pledged Shares. The Bank shall not be under any obligation to delay a sale of any of the Pledged Shares for the

period of time necessary to permit the issuer of such securities to register such securities under the laws of any jurisdiction outside the United States, under the Securities Act or under any applicable state securities laws, even if such issuer would agree to do so.

- (b) The Debtors further agree to do or cause to be done, to the extent that the Debtors may do so under applicable law, all such other reasonable acts and things as may be necessary to make such sales or resales of any portion or all of the Collateral valid and binding and in compliance with any and all applicable laws, regulations, orders, writs, injunctions, decrees or awards of any and all courts, arbitrators or governmental instrumentalities, domestic or foreign, having jurisdiction over any such sale or sales, all at the Debtors' expense.

#### **Section 6.4 Establishment of Cash Collateral Account; and Lock Box.**

- (a) Immediately upon the occurrence and during the continuance of an Event of Default (without the necessity of any notice hereunder), there shall be established by each Debtor with the Bank in the name of the Bank, a segregated non-interest bearing cash collateral account (the "Cash Collateral Account") bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Bank; provided, however, that the Cash Collateral Account may be an interest-bearing account with a commercial bank if determined by the Bank, in its reasonable discretion, to be practicable, invested by the Bank in its sole discretion, but without any liability for losses or the failure to achieve any particular rate of return. Furthermore, in connection with the establishment of a Cash Collateral Account under the first sentence of this Section 6.4 (and on the terms and within the time periods provided thereunder), (i) each Debtor agrees to establish and maintain (and the Bank, may establish and maintain) at Debtor's sole expense a United States Post Office lock box (the "Lock Box"), to which the Bank shall have exclusive access and control and each Debtor expressly authorizes the Bank, from time to time, to remove the contents from the Lock Box for disposition in accordance with this Agreement; and (ii) each Debtor shall notify all Account Debtors that all payments made to such Debtor (a) other than by electronic funds transfer, shall be remitted, for the credit of such Debtor, to the Lock Box, and such Debtor shall include a like statement on all invoices, and (b) by electronic funds transfer, shall be remitted to the Cash Collateral Account, and Debtor shall include a like statement on all invoices. Each Debtor agrees to execute all documents and authorizations as reasonably required by the Bank to establish and maintain the Lock Box and the Cash Collateral Account. It is acknowledged by the parties hereto that any lockbox presently maintained or subsequently established by a Debtor with the Bank may be used, subject to the terms hereof, to satisfy the requirements set forth in the first sentence of this Section 6.4.
- (b) Immediately upon the occurrence and during the continuance of an Event of Default, any and all cash (including amounts received by electronic funds transfer), checks, drafts and other instruments for the payment of money received by each Debtor at any time, in full or partial payment of any of the Collateral consisting of Accounts or inventory, shall forthwith upon receipt be transmitted and delivered to the Bank, properly endorsed, where required, so that such items may be collected by the Bank. Any such amounts and other items received by a Debtor shall not be commingled with any other of such Debtor's funds or property, but will be held separate and apart from such Debtor's own funds or property, and upon express trust for the benefit of the Bank until delivery is made to the Bank. All items or amounts which are remitted to a Lock Box or otherwise delivered by or for the benefit of a Debtor to the Bank on account of partial or full payment of, or any other amount payable with respect to, any of the Collateral shall, at the Bank's option, be applied to any of the indebtedness, whether then due or not, in the order and manner set forth in the Credit Agreement. No Debtor shall have any right whatsoever to withdraw any funds so deposited. Each Debtor further grants to the Bank a first security interest in and Lien on all funds on deposit in such account. Each Debtor hereby irrevocably authorizes and directs the Bank to endorse all items received for deposit to the Cash Collateral Account, notwithstanding the inclusion on any such item of a restrictive notation, e.g., "paid in full", "balance of account", or other restriction.

### **ARTICLE 7** **Miscellaneous**

**Section 7.1 No Waiver; Cumulative Remedies.** No failure on the part of the Bank to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided for in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

**Section 7.2 Successors and Assigns.** Subject to the terms and conditions of the Credit Agreement, and the other Loan Documents, this Agreement shall be binding upon and inure to the benefit of the Debtors and the Bank and their respective heirs, successors and assigns, except that the Debtors may not assign any of their rights or obligations under this Agreement without the prior written consent of the Bank.

**Section 7.3 Waiver of Notice.** Each Debtor hereby waives notice of non-payment, demand, presentment, protest and notice thereof with respect to any and all instruments, notice of acceptance hereof, notice of loans or advances made, credit extended, collateral received or delivered, or any other action taken in reliance hereon, and all other demands and notices of any description, except such as are expressly provided for herein.

**Section 7.4 Delay.** No delay or omission on Bank's part in exercising any right, remedy or option shall operate as a waiver of such or any other right, remedy or option or of any Event of Default.

**Section 7.5 Attorneys' Fee and Expenses.** Each Debtor agrees to pay actual costs and reasonable expenses (including reasonable attorneys' fees), and actual disbursements incurred by Bank on Debtor's behalf (a) in all efforts made to enforce payment of the indebtedness or effect collection of any Collateral, (b) in connection with entering into, modifying, amending, and enforcing this Agreement or any consents or waivers hereunder and all related agreements, documents and instruments, (c) in maintaining, storing, or preserving any Collateral, or in instituting, enforcing and foreclosing on Bank's security interest in any Collateral or possession of any premises containing any Collateral, whether through judicial proceedings or otherwise, (d) in defending or prosecuting any actions or proceedings arising out of or relating to Bank's transactions with Borrowers, or (e) in connection with any advice given to Bank with respect to its rights and obligations under this Agreement and all related agreements. Expenses being reimbursed by each under this section include costs and expenses incurred in connection with: (i) appraisals and insurance reviews; (ii) environmental examinations and reports; (iii) field examinations and the preparation of reports based thereon; (iv) the fees charged by a third party retained by Bank or the internally allocated fees for each Person employed by Bank with respect to each field examination; (v) background checks regarding Borrowers and Guarantor, as deemed necessary or appropriate in the sole discretion of Bank; (vi) taxes, fees and other charges for (A) lien and title searches and title insurance and (B) the recording of any mortgages, filing of any financing statements and continuations, and other actions to perfect, protect, and continue Bank's security interests; (vii) sums paid or incurred to take any action required of Debtors, or any of them under the Credit Agreement or other Loan Documents that each Person(s) fail(s) to pay or take; and (viii) forwarding loan proceeds, collecting checks and other items of payment, and costs and expenses of preserving and protecting the Collateral.

**Section 7.6 AMENDMENT; ENTIRE AGREEMENT.** THIS AGREEMENT AND THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS REFERRED TO HEREIN EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDES ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO. The provisions of this Agreement may be amended or waived only by an instrument in writing signed by the parties hereto.

**Section 7.7 Notices.** All notices, requests, consents, approvals, waivers and other communications hereunder shall be in writing (including, by facsimile transmission) and mailed, faxed or delivered to the address or facsimile number specified for notices on signature pages hereto; or, as directed to the Debtors or the Bank, to such other address or number as shall be designated by such party in a written notice to the other. All such notices, requests and communications shall, when sent by overnight delivery, or faxed, be effective when delivered for overnight (next business day) delivery, or transmitted in legible form by facsimile machine (with electronic confirmation of receipt), respectively, or if mailed, upon the third Business Day after the date deposited into the U.S. mail, or if otherwise delivered, upon delivery; except that notices to the Bank shall not be effective until actually received by the Bank.

**Section 7.8 GOVERNING LAW; SUBMISSION TO JURISDICTION; SERVICE OF PROCESS.**

- (a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF MICHIGAN.
- (b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF MICHIGAN OR OF THE UNITED STATES FOR THE EASTERN DISTRICT OF MICHIGAN SITTING IN DETROIT, MICHIGAN, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE DEBTORS AND THE



BANK CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF THE DEBTORS AND THE BANK IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT OR ANY LOAN DOCUMENT.

**Section 7.9 Headings.** The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

**Section 7.10 Survival of Representations and Warranties.** All representations and warranties made in this Agreement or in any certificate delivered pursuant hereto shall survive the execution and delivery of this Agreement, and no investigation by the Bank shall affect the representations and warranties or the right of the Bank to rely upon them.

**Section 7.11 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Section 7.12 Waiver of Bond.** In the event the Bank seeks to take possession of any or all of the Collateral by judicial process, the Debtors hereby irrevocably waive any bonds and any surety or security relating thereto that may be required by applicable law as an incident to such possession, and waives any demand for possession prior to the commencement of any such suit or action.

**Section 7.13 Severability.** Any provision of this Agreement which is determined by a court of competent jurisdiction to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**Section 7.14 Construction.** Each Debtor and the Bank acknowledge that each of them has had the benefit of legal counsel of its own choice and has been afforded an opportunity to review this Agreement with its legal counsel and that this Agreement shall be construed as if jointly drafted by the Debtors and the Bank.

**Section 7.15 Termination.** If all of the Indebtedness (other than contingent liabilities pursuant to any indemnity, including without limitation Section 5.5 and Section 5.6 hereof, for claims which have not been asserted, or which have not yet accrued) shall have been indefeasibly paid and performed in full (in cash) and all commitments to extend credit or other credit accommodations under the Credit Agreement or any Loan Document[s] have been terminated, the Bank shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release and termination of the Liens created by this Agreement, and shall duly assign and deliver to the Debtors (without recourse and without any representation or warranty) such of the Collateral as may be in the possession of the Bank and has not previously been sold or otherwise applied pursuant to this Agreement.

**Section 7.16 Release of Collateral.** The Bank shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Collateral if the sale or other disposition of such Collateral is permitted under the terms of the Credit Agreement or the other Loan Documents and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing.

**Section 7.17 Consistent Application.** The rights and duties created by this Agreement shall, in all cases, be interpreted consistently with, and shall be in addition to (and not in lieu of), the rights and duties created by the Credit Agreement or the other Loan Documents. In the event that any provision of this Agreement shall be inconsistent with any provision of the Credit Agreement, such provision of the Credit Agreement shall govern.

**Section 7.18 Continuing Lien.** The security interest granted under this Agreement shall be a continuing security interest in every respect (whether or not the outstanding balance of the Indebtedness is from time to time temporarily reduced to zero) and the Bank's security interest in the Collateral as granted herein shall continue in full force and effect for the entire duration that the Credit Agreement and other Loan Documents remain in effect and until all of the Indebtedness is repaid and discharged in full, and no commitment (whether optional or obligatory) to extend any credit under the Credit Agreement or any other Loan Document[s] remains outstanding.

**Section 7.19 Patriot Act Notice. IMPORTANT INFORMATION ABOUT PROCEDURES REQUIRED BY THE USA PATRIOT ACT.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each entity or person who opens an account or establishes a relationship with Bank.

What this means: When an entity or person opens an account or establishes a relationship with Bank, Bank may ask for the name, address, date of birth, and other information that will allow the Bank to identify the entity or person who opens an account or establishes a relationship with Bank. Bank may also ask to see identifying documents for the entity or person.

**Section 7.20 Jury Waiver.** The parties hereto acknowledge and agree that there may be a constitutional right to a jury trial in connection with any claim, dispute or lawsuit arising between or among them, but that such right may be waived. Accordingly, the parties agree that, notwithstanding such constitutional right, in this commercial matter the parties believe and agree that it shall in their best interests to waive such right, and, accordingly, hereby waive such right to a jury trial, and further agree that the best forum for hearing any claim, dispute, or lawsuit, if any, arising in connection with this Agreement, the Loan Documents, or the relationship among the parties hereto, in each case whether now existing or hereafter arising, or whether sounding in contract or tort or otherwise, shall be a court of competent jurisdiction sitting without a jury.

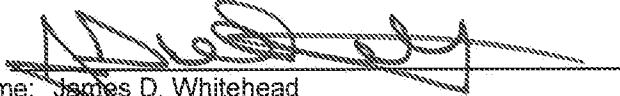
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

DEBTORS:

**AUTOMOTIVE MEDIA, LLC**

By: Whitehead LLC

Its: Sole Member

By:   
Name: James D. Whitehead  
Title: Member

**WHITEHEAD LLC**

By:   
Name: James D. Whitehead  
Title: Member

Address for Notices to Debtors:

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_\_

BANK:

**THE HUNTINGTON NATIONAL BANK**

By: \_\_\_\_\_  
Name: Jason Poll  
Title: Vice President

Address for Notices:  
The Huntington National Bank  
40 Pearl Street, NW  
Suite 700  
MI 224  
Grand Rapids, Michigan 49503  
Telephone No.: (616) 235-3138  
Fax No.: (888) 362-3801  
Attention: Jason Poll

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

DEBTORS:

**AUTOMOTIVE MEDIA, LLC**

By: Whitehead LLC

Its: Sole Member

By: \_\_\_\_\_  
Name: James D. Whitehead  
Title: Member

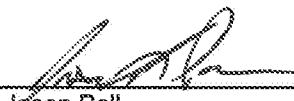
**WHITEHEAD LLC**

By: \_\_\_\_\_  
Name: James D. Whitehead  
Title: Member

Address for Notices to Debtors:  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Fax: ( ) \_\_\_\_\_

BANK:

**THE HUNTINGTON NATIONAL BANK**

By:  \_\_\_\_\_  
Name: Jason Poll  
Title: Vice President

Address for Notices:  
The Huntington National Bank  
40 Pearl Street, NW  
Suite 700  
MI 224  
Grand Rapids, Michigan 49503  
Telephone No.: (616) 235-3138  
Fax No.: (888) 362-3801  
Attention: Jason Poll

EXHIBIT A  
TO  
SECURITY AGREEMENT

FORM OF AMENDMENT

This Amendment, dated \_\_\_\_\_, 201\_\_\_\_, is delivered pursuant to Section [ ] of the Security Agreement referred to below. The undersigned hereby agrees that this Amendment may be attached to the Security Agreement dated as of December \_\_\_\_, 2016, between the Debtors party thereto and The Huntington National Bank (the "Security Agreement"), and (a) [that the intellectual property listed on Schedule A]/[that the shares of stock, membership interests, partnership units, notes or other instruments listed on Schedule A] annexed hereto shall be and become part of the Collateral referred to in the Security Agreement and shall secure payment and performance of all Indebtedness as provided in the Security Agreement and (b) that Schedule A shall be deemed to amend [\_\_\_\_\_] by supplementing the information provided on such Schedule with the information set forth on Schedule A.

Capitalized terms used herein but not defined herein shall have the meanings therefor provided in the Security Agreement.

**AUTOMOTIVE MEDIA, LLC**

By: Whitehead LLC

Its: Sole Member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WHITEHEAD LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE HUNTINGTON NATIONAL BANK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT B

JOINDER AGREEMENT  
(Security Agreement)

THIS JOINDER AGREEMENT (the "Joinder Agreement") is dated as of \_\_\_\_\_, 201\_\_ by \_\_\_\_\_ a \_\_\_\_\_ ("New Debtor").

WHEREAS, pursuant to Section 8.17 of the Credit Agreement dated as of December \_\_, 2016 (as amended or otherwise modified from time to time, the "Credit Agreement") by and between Automotive Media, LLC, Whitehead LLC and The Huntington National Bank ("Bank"), the New Debtor is required to execute and deliver a joinder agreement to the Security Agreement.

WHEREAS, in order to comply with the Credit Agreement, New Debtor executes and delivers this Joinder Agreement in accordance therewith.

NOW THEREFORE, as a further inducement to Bank to continue to provide credit accommodations to the Borrowers, New Debtor hereby covenants and agrees as follows:

A. All capitalized terms used herein shall have the meanings assigned to them in the Security Agreement (as defined in the Credit Agreement) unless expressly defined to the contrary.

B. New Debtor hereby enters into this Joinder Agreement in order to comply with Section [ ] of the Credit Agreement and does so in consideration of the Advances made or to be made from time to time under the Credit Agreement and the other Loan Documents.

C. Schedule [insert appropriate Schedule] attached to this Joinder Agreement is intended to supplement Schedule [insert appropriate Schedule] of the Security Agreement with the respective information applicable to New Debtor.

D. New Debtor shall be considered, and deemed to be, for all purposes of the Credit Agreement, the Security Agreement and the other Loan Documents, a Debtor under the Security Agreement as fully as though New Debtor had executed and delivered the Security Agreement at the time originally executed and delivered under the Credit Agreement and hereby ratifies and confirms its obligations under the Security Agreement, all in accordance with the terms thereof and shall be deemed to have made each representation and warranty set forth in the Security Agreement.

E. As collateral security for the prompt payment and performance in full when due of the Indebtedness (whether at stated maturity, by acceleration or otherwise), New Debtor hereby pledges, assigns, transfers and conveys to the Bank as Collateral, and grants the Bank a continuing Lien on and security interest in, all of such Debtor's right, title and interest in and to the Collateral.

F. This Joinder Agreement shall be governed by the laws of the State of Michigan and shall be binding upon New Debtor and its successors and assigns.

IN WITNESS WHEREOF, the undersigned New Debtor has executed and delivered this Joinder Agreement as of \_\_\_\_\_, 201\_\_.

[NEW DEBTOR]

By: \_\_\_\_\_

Its: \_\_\_\_\_

Accepted:

THE HUNTINGTON NATIONAL BANK

By: \_\_\_\_\_

Its: \_\_\_\_\_

Schedule 1.1

Intellectual Property Collateral

TRADEMARKS

- Automotive Media, LLC filed a Trademark Application with the USPTO in 2016 for the phrase "Graphics for Life" which relates to the new graphics subscription model in place with Fiat Chrysler Automobiles.
- Automotive Media, LLC filed a Trademark Application with the USPTO in August 2014 for the name "Wallgusto" which relates to "works of art and wall art made of fabric." On July 1, 2016, Automotive Media, LLC was granted a third extension on the Trademark Application.



Schedule 1.2

**Pledged Shares**

WHITEHEAD LLC

Following execution of the Loan Documents, all of the Membership Interest in Whitehead LLC will be held by James D. Whitehead. James D. Whitehead will transfer a Membership Interest representing a minority ownership percentage in Whitehead LLC to a Trust for estate planning purposes.

AUTOMOTIVE MEDIA, LLC

Whitehead LLC will hold 100% of the Membership Interest in Automotive Media, LLC upon: (1) the closing of the acquisition by Whitehead LLC of all the Membership Interest held by Automotive Media Holdings, LLC pursuant to the Membership Interest Purchase Agreement dated November 1, 2016 between Automotive Media, LLC, Whitehead LLC, as the Purchasers, on the one hand, and Automotive Media Holdings, LLC, as Seller, on the other hand; and (2) contribution by James D. Whitehead of all his Membership Interest in Automotive Media, LLC,

Schedule 3.2

AUTOMOTIVE MEDIA, LLC

State of Michigan Registration #B5072A

EIN: 38-3603574

WHITEHEAD LLC

State of Michigan Registration #F0508K

EIN: 81-4398211

LOCATION OF BOOKS AND RECORDS

2791 Research Drive  
Rochester Hills, MI 48309

Schedule 3.3(a)

COLLATERAL LOCATIONS

Address #1: 2791 Research Drive  
Rochester Hills, MI 48309

Address #2: 2910 Waterview Drive  
Rochester Hills, MI 48309

Schedule 3.3(b)

Accounts

Comerica Bank  
411 West Lafayette, MC3251  
Detroit, MI 48336  
Checking Account: 1852188554

Bank of America  
101 South Tryon Street  
Charlotte, NC 28255  
Checking Account: 898052420141

Bank of America  
101 South Tryon Street  
Charlotte, NC 28255  
Controlled Disbursement Account: 2270053847

Schedule 3.3(c)

Collateral Evidenced by Documents

None.

Schedule 3.7

Jurisdictions

Michigan.