

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM680214

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FRANKLIN FINANCIAL MANAGEMENT, LLC		12/09/2020	Limited Liability Company: CALIFORNIA
CROWN BRANDS LLC,		12/09/2020	Limited Liability Company: ILLINOIS
FOCUS FOODSERVICE, LLC		12/09/2020	Limited Liability Company: ILLINOIS
CO-RECT PRODUCTS, INC.		12/09/2020	Corporation: MINNESOTA
TOMLINSON INDUSTRIES, LLC		12/09/2020	Limited Liability Company: DELAWARE
ONEIDA FOODSERVICE, LLC		12/09/2020	Limited Liability Company: DELAWARE
ONEIDA, LLC		12/09/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	EAST WEST BANK
Street Address:	135 N. Los Robles Avenue, 3rd Floor
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	banking association: CALIFORNIA

PROPERTY NUMBERS Total: 86

Property Type	Number	Word Mark
Registration Number:	3600708	UPDATE INTERNATIONAL
Registration Number:	3600707	UPDATE INTERNATIONAL
Registration Number:	2599371	SS SUPER STEEL
Registration Number:	2598987	VAL-U-AIR
Registration Number:	2618755	SUP-R-AIR
Registration Number:	2598986	SUP-R-SERV
Registration Number:	2612034	JR
Registration Number:	760224	TOMLINSON
Registration Number:	1053232	FRONTIER KETTLE

CH \$2165.00 3600708

Property Type	Number	Word Mark
Registration Number:	1261623	
Registration Number:	1299564	MODULAR
Registration Number:	1334177	TOMLINSON
Registration Number:	1392938	NO-DRIP
Registration Number:	1731164	TOMLINSON
Registration Number:	1792653	SIMPLI-FLEX
Registration Number:	1851510	CHEF'S EDGE
Registration Number:	2031044	TOUCH GUARD
Registration Number:	2058539	
Registration Number:	2205488	CHEF'S EDGE
Registration Number:	2205501	RIPPLE TWIST MILLS
Registration Number:	2225606	BAR-MATE
Registration Number:	2394024	C-KURE
Registration Number:	2396023	GLENRAY
Registration Number:	2480531	C-KURE
Registration Number:	2887485	C-KURE
Registration Number:	3025494	
Registration Number:	3025495	
Registration Number:	4483507	
Registration Number:	4798751	TOMLINSON
Serial Number:	87911439	BIAGGIA
Serial Number:	87911387	GLENRAY
Serial Number:	87905624	FUSION
Serial Number:	87388355	LANCASTER GARDEN
Serial Number:	87388345	KNIT
Serial Number:	87289721	TRAPEZE
Serial Number:	87289726	TENOR
Serial Number:	85422102	SANT'ANDREA
Serial Number:	75104899	BELMORE
Serial Number:	73233363	BLUE RIDGE
Serial Number:	87460127	CARESSA
Serial Number:	87289558	CATO
Serial Number:	87460130	CHORD
Serial Number:	87289625	CIRCA
Serial Number:	87289622	CROMWELL
Serial Number:	76229980	DELCO
Serial Number:	76229981	DELCO
Serial Number:	76229979	DELCO

Property Type	Number	Word Mark
Serial Number:	73233482	DUNES
Serial Number:	75463980	ETAGE
Serial Number:	71523988	ETON
Serial Number:	86897972	JAZZ
Serial Number:	75104897	LEXINGTON
Serial Number:	87289532	MONTAGUE
Serial Number:	87289613	MOOD
Serial Number:	87275170	NEXUS
Serial Number:	71306832	NOBLESSE
Serial Number:	87289537	OTHELLO
Serial Number:	87289619	QUEENSBURY
Serial Number:	73170444	REGO
Serial Number:	73170443	REGO
Serial Number:	87289634	ROYALE
Serial Number:	87460132	SAHARA
Serial Number:	76294243	SANT' ANDREA
Serial Number:	76294244	SANT ANDREA
Serial Number:	76294245	SANT' ANDREA
Serial Number:	71524008	SENECA
Serial Number:	87289565	SURREY
Serial Number:	72268215	THOR
Serial Number:	75336504	UNITY
Serial Number:	77824889	ONEIDA FOODSERVICE
Serial Number:	87826232	FRANCIA
Serial Number:	87826270	PENSATO
Serial Number:	87860118	ANELLI
Serial Number:	87860126	RADIO SO
Serial Number:	87769839	SANT'ANDREA ADAGIO
Serial Number:	87769841	SANT'ANDREA AMORE
Serial Number:	87769836	SANT'ANDREA BRIO
Serial Number:	87769835	SANT'ANDREA FURIOSO
Serial Number:	87769831	SANT'ANDREA PENSATO
Serial Number:	87950979	ESPREE
Serial Number:	88103732	BRAHMIN
Registration Number:	980820	CO-RECT
Serial Number:	75287678	SANT'ANDREA
Serial Number:	76080756	SANT'ANDREA
Serial Number:	85135646	BOTTICELLI

Property Type	Number	Word Mark
Serial Number:	87342440	BOTTICELLI UNO

CORRESPONDENCE DATA

Fax Number: 3125774565
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-577-8265
Email: kristin.brozovic@katten.com
Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe St
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	332779-66
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	10/11/2021

Total Attachments: 72

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GUARANTEE AND SECURITY AGREEMENT

This GUARANTEE AND SECURITY AGREEMENT (this “Agreement”) is dated as of December 9, 2020, and made by (1) FRANKLIN FINANCIAL MANAGEMENT, LLC, a California limited liability company (“Franklin”), CROWN BRANDS LLC, an Illinois limited liability company (“Crown”), FOCUS FOODSERVICE, LLC, an Illinois limited liability company (“Focus”), CO-RECT PRODUCTS, INC., a Minnesota corporation (“Co-Rect”), TOMLINSON INDUSTRIES, LLC, a Delaware limited liability company (“Tomlinson”), ONEIDA FOODSERVICE, LLC, a Delaware limited liability company (“Oneida Foodservice”), ONEIDA, LLC, a Delaware limited liability company (“Oneida LLC”; Oneida LLC, Franklin, Crown, Focus, Co-Rect, Tomlinson, Oneida Foodservice, each individually and collectively as the context may require, the “Borrower”), (2) CLP FOODSERVICE, INC., a Delaware corporation (“Parent”) and (3) JOHNSON-ROSE INC., an Ontario corporation (“Johnson-Rose Canada”) and ONEIDA CANADA, LIMITED, an Ontario corporation (“Oneida Canada”, together with Johnson-Rose and any other Subsidiary of Parent party hereto from time to time, the “Subsidiary Guarantors”; and, together with the Borrower and Parent, the “Grantors” and each a “Grantor”), in favor of EAST WEST BANK (the “Lender”).

RECITALS

Reference is made to that certain Credit Agreement (Main Street Priority Loan Facility) (said agreement, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) dated as of even date herewith, among the Borrower, Parent and the Lender. It is a condition precedent to the extension of credit by the Lender under the Credit Agreement that the Grantors shall have executed and delivered this Agreement.

AGREEMENT

NOW THEREFORE, in order to induce the Lender to enter into the Credit Agreement and for other good and valuable consideration, the receipt and adequacy of which hereby is acknowledged, the Grantors hereby represent, warrant, covenant, agree, assign and grant as follows:

ARTICLE I. DEFINITIONS

Section 1.01. Credit Agreement. Terms defined in the Credit Agreement and not otherwise defined herein have the same respective meanings when used herein. Schedule and Exhibit references are to this Agreement unless otherwise specified, and each such Schedule and Exhibit is incorporated herein. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.”

Section 1.02. Other Definitions. Unless the context otherwise requires, terms defined in the Uniform Commercial Code of the State of New York (the “Uniform Commercial Code”) and not otherwise defined in this Agreement or in the Credit Agreement shall have the

meanings defined for those terms in the Uniform Commercial Code. In addition, the following terms shall have the meanings respectively set forth after each:

“Accounts” shall have the meaning set forth in clause (a) of the definition of “Collateral.”

“Agreement” shall have the meaning set forth in the Preamble.

“Bankruptcy Code”: Title 11 of the United States Code entitled “Bankruptcy,” as now and hereafter in effect, or any successor statute.

“Borrower” shall have the meaning set forth in the Preamble and shall include any other Person at any time assuming or otherwise becoming primarily liable for all or any part of the Obligations.

“Capital Stock”: any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation), any and all warrants, options or rights to purchase or any other securities convertible into any of the foregoing.

“Certificates” means all certificates, instruments and other documents now or hereafter representing or evidencing any Pledged Securities, any Pledged Partnership Interests or any Pledged Limited Liability Company Interests.

“Collateral” means all present and future right, title and interest of any Grantor in or to any property or assets whatsoever, whether now owned or existing or hereafter arising or acquired and wheresoever located, and all rights and powers of any Grantor to transfer any interest in or to any property or asset whatsoever, including any and all of the following property:

(a) All present and future accounts, accounts receivable, agreements, guarantees, contracts, leases, licenses, contract rights, health-care-insurance receivables, letter-of-credit rights and other rights to payment (collectively, the “Accounts”), together with all instruments, documents, chattel paper, security agreements, guarantees, undertakings, surety bonds, insurance policies, notes and drafts, all other supporting obligations, and all forms of obligations owing to any Grantor or in which any Grantor may have any interest, however created or arising;

(b) All present and future general intangibles, payment intangibles, agreements, guarantees, contracts, contract rights, letter-of-credit rights, instruments, documents, leases, licenses and rights to payment; and all other forms of obligations owing to any Grantor or in which any Grantor may have any interest, however created or arising; all tax refunds of every kind and nature to which any Grantor now or hereafter may become entitled, however arising, all other refunds, all commitments to extend financing to any Grantor, and all deposits, goodwill, choses in action, inventions, trade secrets, computer programs, software, customer lists, trademarks, trade names, patents, licenses, copyrights, technology, processes, proprietary information, insurance proceeds and warranties including all Copyrights, Patents, Marks and the goodwill of any Grantor’s business connected with and symbolized by the Marks;

(c) All present and future demand, time, savings, passbook, deposit and like accounts (general or special) (collectively, the “Deposit Accounts”) in which any Grantor has any interest which are maintained with any bank, savings and loan association, credit union or like organization, including each account listed on Schedule E (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), and all money, cash and cash equivalents of any Grantor, whether or not deposited in any Deposit Account;

(d) All present and future books and records, including books of account and ledgers of every kind and nature, all electronically recorded data relating to any Grantor or the business thereof, all receptacles and containers for such records, and all files and correspondence;

(e) All present and future goods, including all furniture, fixtures, furnishings, machinery, automobiles, trucks, other vehicles, spare parts, supplies, equipment and other tangible property owned by any Grantor and used, held for use or useful in connection with its business, wherever located, and all other goods used in connection with or in the conduct of any Grantor’s business or otherwise owned by any Grantor (collectively, the “Equipment”);

(f) All present and future inventory and merchandise, including all present and future goods held for sale or lease or to be furnished under a contract of service, all raw materials, work in process and finished goods, all packing materials, supplies and containers relating to or used in connection with any of the foregoing, and all bills of lading, warehouse receipts and documents of title relating to any of the foregoing (collectively, the “Inventory”);

(g) All present and future stocks, bonds, debentures, certificated and uncertificated securities, security entitlements, subscription rights, options, warrants, puts, calls, certificates, securities accounts, commodity contracts, commodity accounts, partnership interests, limited liability company interests, joint venture interests and investment and/or brokerage accounts, and all other investment property, including the Certificates, the Pledged Collateral, and all rights, preferences, privileges, dividends, distributions (in cash or in kind), redemption payments or liquidation payments with respect thereto;

(h) All present and future accessions, appurtenances, components, repairs, repair parts, spare parts, replacements, substitutions, additions, issue and/or improvements to or of or with respect to any of the foregoing;

(i) All other tangible and intangible personal property of any Grantor;

(j) All rights, remedies, powers and/or privileges of any Grantor with respect to any of the foregoing;

(k) The commercial tort claims of any Grantor listed on Schedule E (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement); and

(l) Any and all proceeds and products of the foregoing, including all money, accounts, general intangibles, deposit accounts, documents, instruments, letter-of-credit rights, investment property, chattel paper, goods, insurance proceeds and any other tangible or intangible

property received upon the sale or disposition of any of the foregoing (collectively, the “Proceeds”).

Notwithstanding anything contained in this Agreement to the contrary, the term “Collateral” shall not include any Excluded Collateral.

“Copyright Act” shall have the meaning set forth in clause (a) of the definition of “Copyright.”

“Copyrights” means all:

(a) copyrights (whether or not published or registered under the Copyright Act of 1976, 17 U.S.C. Section 101 et seq., as the same shall be amended from time to time, and any predecessor or successor statute thereto (the “Copyright Act”), and applications for registration of copyrights, and all works of authorship and other intellectual property rights therein, including copyrights for computer programs (including source code and program codes), object code data bases and related materials and documentation, and including the registered copyrights and copyright applications listed on Schedule B (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), and (i) all renewals, revisions, derivative works, enhancements, modifications, updates, new releases and other revisions thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all of the Grantors’ rights corresponding thereto throughout the world;

(b) rights under or interests in any copyright license agreements with any other party, whether such Grantor is a licensee or licensor under any such license agreement, including the copyright license agreements listed on Schedule B (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), and the right to use the foregoing in connection with the enforcement of the Lender’s rights under the Loan Documents; and

(c) copyrightable materials now or hereafter owned by any Grantor, all tangible property embodying the copyrights or copyrightable materials described herein, and all tangible property covered by the licenses described in clause (b) hereof.

“Credit Agreement” shall have the meaning set forth in the Recitals.

“Deposit Accounts” shall have the meaning set forth in clause (c) of the definition of “Collateral.”

“Equipment” shall have the meaning set forth in clause (e) of the definition of “Collateral”.

“Excluded Accounts” shall mean (a) any deposit or like accounts specifically and exclusively (i) for payroll, payroll taxes, workers’ compensation or unemployment compensation and pension benefits, (ii) for escrow, trust or fiduciary purposes in the ordinary of business, (iii) for all taxes required to be collected or withheld (including sales taxes) for which any Grantor may

become liable, (b) any petty cash accounts to the extent the balances thereof do not exceed \$25,000 in the aggregate and (c) the CARES Account (as defined in the Second Lien Credit Agreement).

“Excluded Collateral” means (a) any permit, license, contract, agreement, state or local franchises, charters and authorizations to which any Grantor is a party to the extent that the collateral assignment thereof or the creation of a security interest therein would constitute a breach of the terms of such permit, license, contract or agreement, or would permit the relevant governmental authority or third party to terminate such permit, license, contract or agreement, except the Collateral expressly shall include any Proceeds of any of the foregoing assets; provided that, the foregoing exclusions of clause (a) shall cease to be so excluded (i) to the extent such described prohibition or restriction is, or would be (in the case of after-acquired property or changes to applicable law), rendered ineffective under Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code of any relevant jurisdiction (or any successor provision) or any other applicable law (including the Bankruptcy Code) or principles of equity (as determined by an applicable court); or (ii) if such Grantor has obtained all of the consents of such governmental authority or such third party to such license, contract or agreement necessary for the collateral assignment of, or creation of a security interest in, such permit, license, contract, agreement, state or local franchises, charters or authorizations; provided further that, immediately upon the ineffectiveness, lapse or termination of any such term in any such permit, license, contract, agreement, state or local franchises, charters or authorizations, the Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect, (b) any “intent to use” Mark applications for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office, and (c) any equipment which is, or at the time of a Grantor’s acquisition thereof shall be, subject to a purchase money mortgage or other purchase money lien or security interest (including such interest under capital leases) permitted under the Credit Agreement if and to the extent that the valid grant of a security interest or lien to the Lender in such item of equipment is prohibited by the terms of the agreement between such Grantor and the holder of such purchase money mortgage or other purchase money lien or security interest or under applicable law so long as such liens do not extend to any other Collateral of the Grantors; provided, that any assets excluded from the Collateral in this paragraph shall not include any proceeds, products, substitutions or replacements of such Collateral (unless such proceeds, products, substitutions or replacements would otherwise constitute assets that are excluded from the Collateral pursuant to this definition. Notwithstanding that, as of the Closing Date, Lender has elected not to perfect its Lien on vehicle and other assets subject to certificates of title, Lender reserves the right to perfect its Lien in same at any time after the Closing Date.

“Grantor(s)” shall have the meaning set forth in the Preamble.

“Guarantee” means, with respect to each Guarantor, its guarantee of the Guaranteed Obligations under Article II hereof or Section 2 of any Agreement to be Bound by the Guarantee and Security Agreement, executed by a Subsidiary of Parent, substantially in the form attached hereto as Exhibit A (the “Joinder Agreement”).

“Guarantor” means the collective reference to each Grantor other than the Borrower.

“Guaranteed Obligations” shall have the meaning set forth in Section 2.01(b).

“Insolvency Proceedings” shall have the meaning set forth in Section 2.02(f).

“Inventory” shall have the meaning set forth in clause (f) of the definition of “Collateral”.

“Joinder Agreement” shall have the meaning set forth in the definition of “Guarantee”.

“Lender” shall have the meaning set forth in the Preamble.

“Limited Liability Company Assets” means all assets, whether tangible or intangible and whether real, personal or mixed (including all limited liability company capital and interests in other limited liability companies), at any time owned by any Pledged Entity.

“Limited Liability Company Interests” means the entire limited liability company interest at any time owned by any Grantor in any Pledged Entity.

“Marks” means all (a) trademarks, trademark registrations, interests under trademark license agreements, trade names, trademark applications, service marks, business names, trade styles, trade secrets, designs, logos and other source or business identifiers which are used in the United States or any state, territory or possession thereof, or in any other place, nation or jurisdiction anywhere in the world, including the trademark registrations and applications listed on Schedule B (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), (b) licenses pertaining to any mark, whether such Grantor is a licensor or licensee including the licenses listed on Schedule B (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), (c) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any such mark or any such license, including damages and payments for past, present or future infringements thereof, (d) rights to sue for past, present and future infringements thereof, (e) rights corresponding thereto throughout the world, (f) all product specification documents and production and quality control manuals used in the manufacture of products sold under or in connection with such marks, (g) all documents that reveal the name and address of all sources of supply of, and all terms of purchase and delivery for, all materials and components used in the production of products sold under or in connection with such marks, (h) all documents constituting or concerning the then current or proposed advertising and promotion by any Grantor, its Subsidiaries or licensees of products sold under or in connection with such marks, including all documents that reveal the media used or to be used and the cost for all such advertising, (i) domain names, including the domain names listed on Schedule B (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement) and (j) renewals and proceeds of any of the foregoing.

“Material Copyright” means any Copyright that constitutes Material Intellectual Property.

“Material Intellectual Property” means any item of Intellectual Property that is individually, or in the aggregate, material to the business or operation of the Grantors.

“Material Mark” means any Mark that constitutes Material Intellectual Property.

“Material Patent” means any Patent that constitutes Material Intellectual Property.

“Paid in Full” means the payment in full in cash of all Guaranteed Obligations and the

termination or expiration of all Commitments or other commitments to extend credit under the Loan Documents.

“Patents” means all (a) letters patent, design patents, utility patents, all patents and patent applications in the United States Patent and Trademark Office, and all interests under patent license agreements, including the inventions and improvements described and claimed therein, including those letters patent, design patents, utility patents, other patents, patent applications and patent license agreements listed on Schedule B (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), (b) licenses pertaining to any patent whether such Grantor is a licensor or licensee, (c) income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including damages and payments for past, present or future infringements thereof, (d) rights to sue for past, present and future infringements thereof, (e) rights corresponding thereto throughout the world and (f) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing.

“Pledged Collateral” means the Certificates, the Pledged Securities, the Pledged Partnership Interests and the Pledged Limited Liability Company Interests.

“Pledged Debt” means all Indebtedness for borrowed money owed to any Grantor, including, without limitation all Indebtedness described on Schedule E under the heading “Pledged Debt”, issued by the obligors named therein, the instruments evidencing such Indebtedness for borrowed money, and all interest and fees related thereto.

“Pledged Entity” means each entity set forth in Schedule A (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement) whose Capital Stock is Pledged Collateral, together with any other entity in which any Grantor may have a security interest in its equity interest under this Agreement at any time.

“Pledged Limited Liability Company Interests” means all interests in each Pledged Entity held by any Grantor, including those Limited Liability Company Interests identified in Schedule A (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), including (a) all the capital thereof and such Grantor’s interests in all profits, losses, Limited Liability Company Assets and other distributions in respect thereof; (b) all other payments due or to become due to such Grantor in respect of such Limited Liability Company Interests; (c) all of such Grantor’s claims, rights, powers, privileges, authority, options, security interests, liens and remedies in respect of such Limited Liability Company Interests; (d) all of such Grantor’s rights to exercise and enforce every right, power, remedy, authority, option and privilege relating to such Limited Liability Company Interests; and (e) all other property delivered in substitution for or in addition to any of the foregoing and all certificates and instruments representing or evidencing such other property received, receivable or otherwise distributed in respect of or in exchange for any or all thereof.

“Pledged Partnership Interests” means all interests in any partnership or joint venture held by any Grantor, including those partnerships and/or joint ventures identified in Schedule A (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement) and all dividends, cash, instruments and other properties from time to time received, to be received or otherwise distributed in respect of or in exchange for any or all of such interests.

“Pledged Securities” means all shares of Capital Stock of any issuer in which any Grantor has an interest, including those shares of stock identified in Schedule A (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement) and all dividends, cash, instruments and other properties from time to time received, to be received or otherwise distributed in respect of or in exchange for any or all of such shares.

“Proceeds” shall have the meaning set forth in clause (l) in the definition of “Collateral”.

“Uniform Commercial Code” shall have the meaning set forth in the introductory paragraph of Section 1.02 hereof.

ARTICLE II. GUARANTEE

Section 2.01. Guarantee.

(a) Each Guarantor hereby, jointly and severally, and unconditionally, continually and irrevocably guarantees the punctual payment when due, whether at stated maturity, by acceleration or otherwise, and performance of all Obligations, whether for principal, interest, fees, expenses, costs, indemnification obligations, Hedging Obligations or otherwise and whether accruing before or after the filing of a petition initiating any insolvency, bankruptcy, reorganization or similar proceeding affecting the Borrower or any other Loan Party (together with the obligations described in Section 2.01(b), the “Guaranteed Obligations”).

(b) In addition to and not in limitation of the foregoing, each Guarantor that is a Qualified ECP Guarantor at the time of the Guarantee or the grant by such Guarantor of a security interest to secure the Guaranteed Obligations, hereby jointly and severally, absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Guarantor to honor all of its obligations under this Agreement in respect of Hedging Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 2.01(b) for the maximum amount of such liability that can be incurred without rendering its obligations under this Section 2.01(b)), or otherwise under this Agreement, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligation of each Qualified ECP Guarantor under this Section 2.01(b) shall remain in full force and effect until the Guaranteed Obligations have been Paid in Full. Each Qualified ECP Guarantor intends that this Section 2.01(b) constitute, and that this Section 2.01(b) shall be deemed to constitute, a “keepwell, support, or other agreement” for the benefit of each other Guarantor for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

(c) Each Guarantor further agrees that all or part of the Guaranteed Obligations may be increased, extended, substituted, amended, renewed or otherwise modified without notice to or consent from the Guarantors and such actions shall not affect the liability of the Guarantors hereunder. This is a guarantee of payment and performance and not of collection or collectability only and the obligations under this Article II shall be absolute, independent and unconditional under any and all circumstances. Without limiting the generality of the foregoing, this Agreement guarantees, to the extent provided herein, the payment of all amounts which constitute part of the

Guaranteed Obligations and would be owed by the Borrower to the Lender under any Loan Document but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Borrower or any other Grantor.

(d) The Lender shall be entitled to make a demand for payment under this Agreement at any time upon or following the occurrence and during the continuance of an Event of Default. The amount set forth in such demand shall then be immediately due and payable by the Guarantors to the Lender, in full in cash.

(e) Notwithstanding the foregoing, it is the intention of each Guarantor and the Lender that the amount of the Obligations guaranteed by such Guarantor under this Agreement shall be in, but not in excess of, the maximum amount permitted by fraudulent conveyance, fraudulent transfer or similar laws applicable to such Guarantor. Accordingly, notwithstanding anything to the contrary contained in this Agreement or any other agreement or instrument executed in connection with the payment of any of the Obligations, the amount of the Obligations shall be limited to an aggregate amount equal to the largest amount that would not render any Guarantor's obligations hereunder subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provision of any applicable state law.

Section 2.02. Obligations Absolute. Each Guarantor guarantees that the Guaranteed Obligations will be paid strictly in accordance with the Credit Agreement and the other Loan Documents to the fullest extent permitted by applicable laws, rules, regulations and orders, now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Lender with respect thereto. The obligations of each Guarantor hereunder shall remain fully effective without regard to, and shall not be affected or impaired by the following, any of which may be taken, at any time, without the consent of, or notice to, each Guarantor, nor shall any of the following give any Guarantor any recourse or right of action against the Lender:

(a) any lack of validity or enforceability of, or any release or discharge of the Borrower or any other Loan Party from liability under, the Credit Agreement or any other Loan Document;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations or any other amendment or waiver of, or any consent to departure from, the Credit Agreement or any other Loan Document;

(c) any taking, subordination, compromise, exchange, release, nonperfection or liquidation of any Collateral, or any release, amendment or waiver of, or consent to departure from, any other guarantee, for any or all of the Guaranteed Obligations;

(d) any express or implied amendment, modification, renewal, supplement, extension (including, without limitation, extensions beyond the original term) or acceleration of the Guaranteed Obligations, the Credit Agreement or any of the Loan Documents;

(e) any exercise or non-exercise by the Lender of any right or privilege under this Agreement or any of the other Loan Documents;

(f) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding (each, an “Insolvency Proceeding”) relating to the Guarantors, the Borrower or any other guarantor of the Guaranteed Obligations or any action taken with respect to this Agreement by any trustee or receiver, or by any court, in any Insolvency Proceeding, whether or not such Guarantor shall have had notice or knowledge of any of the foregoing;

(g) any assignment or other transfer of this Agreement in whole or in part or of any of the other Loan Documents;

(h) any acceptance of partial performance of the Guaranteed Obligations or the obligations of the Borrower under the Loan Documents or of any obligations of the Guarantors under this Agreement;

(i) any consent to the transfer of any or all Collateral by any Grantor purported to be subject to a Lien in favor of the Lender;

(j) any bid or purchase at any sale of any Collateral; or

(k) any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrower or any Guarantor (other than the payment in full in cash of the Guaranteed Obligations).

Each Guarantor understands and acknowledges that by virtue of this Agreement, it has specifically assumed any and all risks of a bankruptcy or reorganization case or proceeding with respect to the Borrower. As an example and not in any way of limitation, a subsequent modification of the Guaranteed Obligations in any reorganization case concerning the Borrower shall not affect the obligation of each Guarantor to pay and perform the Guaranteed Obligations in accordance with their respective terms prior to such reorganization case. If a claim is ever made upon the Lender for repayment of any amount or amounts received by them in payment of the Guaranteed Obligations and the Lender repays all or any part of said amount, then, notwithstanding any revocation or termination of this Agreement or any other instrument evidencing the Guaranteed Obligations, the obligations of each Guarantor hereunder shall be revived and all rights thereunder shall be restored to the Lender in accordance with the terms of this Agreement for the amount so repaid to the same extent as if such amount had never originally been received by the Lender.

Section 2.03. Waivers; Postponement. Each Guarantor irrevocably and unconditionally waives all defenses to the enforcement of this Agreement to the maximum extent permitted by applicable law (other than the payment in full in cash of the Guaranteed Obligations), including, without limitation:

(a) promptness, diligence, presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Agreement;

(b) any right to require the Lender to proceed against the Borrower or any other guarantor of the Guaranteed Obligations at any time, or to proceed against or exhaust any security held by the Lender at any time, or to pursue any other remedy whatsoever at any time;

(c) the defense of any statute of limitations affecting the liability of each Guarantor hereunder, the liability of the Borrower or any other guarantor of the Guaranteed Obligations, or the enforcement hereof, to the extent permitted by law;

(d) any defense arising by reason of any invalidity or unenforceability of any of the Loan Documents or any provision thereof, or the disability of the Borrower or any guarantor of the Guaranteed Obligations or of any manner in which the Lender has exercised its rights and remedies under the Loan Documents, or by any cessation from any cause whatsoever of the liability of the Borrower or any guarantor of the Guaranteed Obligations;

(e) any defense based on any action taken or omitted by the Lender in any Insolvency Proceeding involving the Borrower or the Guarantors, including any election to have the Lender's claim allowed as being secured, partially secured or unsecured, any extension of credit by the Lender to the Borrower in any Insolvency Proceeding and the taking and holding by the Lender of any security for any such extension of credit;

(f) any defense based upon an election of remedies by the Lender, including, without limitation, any election to proceed by judicial or nonjudicial foreclosure of any Lien granted under the Loan Documents, whether on real property or personal property, or by deed in lieu thereof, and whether or not every aspect of any foreclosure sale is commercially reasonable, or any election of remedies, including but not limited to, remedies relating to real property or personal property security, that destroys or otherwise impairs any subrogation rights of the Guarantors or the rights of the Guarantors to proceed against the Borrower or any other guarantor of the Guaranteed Obligations for reimbursement, or both;

(g) any right the Guarantors may have under applicable law to a hearing with respect to the fair market value of any Property securing the Guaranteed Obligations, either before or after foreclosure, and any right the Guarantors may have to require the Lender to proceed against any Collateral before seeking to obtain a judgment against the Guarantors hereunder;

(h) any duty of the Lender to advise the Guarantors of any information known to the Lender regarding the financial condition of the Borrower and all other circumstances affecting the Borrower's ability to perform its obligations to the Lender; it being agreed that the Guarantors assume the responsibility for being and keeping informed regarding such condition or any such circumstances;

(i) any right of subrogation, reimbursement, exoneration, contribution, indemnity or otherwise against the Borrower that may arise out of or be caused by this Agreement, all rights and/or claims against the Borrower which may arise against such Borrower by reason of this Agreement, any right to enforce any remedy that the Lender now has or may hereafter have against the Borrower and any benefit of, and any right to participate in, any security now or hereafter held by the Lender;

(j) any right the Guarantors might have to revoke this Agreement as to any advances made by the Lender to or on behalf of the Borrower or pursuant to the terms of any of the Loan Documents;

(k) any failure by the Lender to perfect or continue the perfection of any lien or security interest in any Collateral, including, but not limited to, the collateral given under the Loan Documents or any failure by the Lender to protect the property covered by any such lien or security interest;

(l) any right to interpose any defense, counter-claim or offset of any nature and description which the Guarantors may now have or which may exist between and among the Lender and the Loan Parties;

(m) in furtherance and not in limitation of the foregoing to the maximum extent permitted by applicable law, each Guarantor waives all rights and defenses arising out of an election of remedies by the Lender, even though that election of remedies has destroyed any Guarantor's rights of subrogation and reimbursement against the Borrower; and

Section 2.04. Waivers to Be Effective to Maximum Permissible Extent. Each Guarantor acknowledges and agrees that all waivers of defenses arising from any impairment of such Guarantor's respective rights of subrogation, reimbursement, contribution and indemnification and waivers of any other rights, privileges, defenses or protections available to such Guarantor under applicable law are intended by such Guarantor to be effective to the maximum extent permitted by applicable law.

Section 2.05. Waiver of Defense Based on Elimination of Right of Subrogation.

(a) Each Guarantor waives all rights and defenses arising out of an election of remedies by the Lender under the Loan Documents and under applicable law even though that election of remedies, such as nonjudicial foreclosure with respect to security for a Guaranteed Obligation, has destroyed any right of such Guarantor to subrogation and reimbursement against the Borrower.

(b) In furtherance of the foregoing, each Guarantor waives all rights and defenses that the Guarantors may have because the Borrower's Obligations to the Lender are secured by real property. This means, among other things:

(i) the Lender may collect from the Guarantors without first foreclosing on any real or personal property Collateral pledged by the Borrower.

(ii) if the Lender forecloses on any other real property Collateral pledged by the Borrower:

(1) the amount of the Guaranteed Obligations may be reduced only by the price for which the Collateral is sold at the foreclosure sale, even if such Collateral is worth more than the sale price.

(2) the Lender may collect from the Guarantors even if the Lender, by foreclosing on the personal property or real property Collateral, has destroyed any right any Guarantor may have to collect from the Borrower.

This is an unconditional and irrevocable waiver of any rights and defenses the Guarantors may have because the Borrower's Obligations are secured by real property.

Section 2.06. Subrogation. Each Guarantor understands that the exercise by the Lender of certain rights and remedies under the Loan Documents may affect or eliminate such Guarantor's right of subrogation against the Borrower or any other Guarantor and that such Guarantor may therefore incur partially or totally nonreimbursable liability hereunder. Nevertheless, the Guarantors hereby authorize and empower the Lender, its successors, endorsees and/or permitted assigns to exercise in its or their sole discretion, any rights and remedies, or any combination thereof, which may then be available under the Loan Documents and under applicable law, it being the purpose and intent of the Guarantors that the obligations hereunder shall be absolute, continuing, independent and unconditional under any and all circumstances until the payment in full in cash of the Guaranteed Obligations. Notwithstanding any other provision of this Agreement to the contrary, the Guarantors hereby agree to postpone, until such time as the Guaranteed Obligations have been Paid in Full, any claim or other rights which the Guarantors may now have or hereafter acquire against the Borrower or any other Guarantor of all or any of the obligations of the Guarantors hereunder that arise from the existence or performance of the Guarantors' obligations under this Agreement or any of the other Loan Documents, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification, any right to participate in any claim or remedy of the Lender against the Borrower or any Collateral the Lender now has or hereafter acquires, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, by any payment made hereunder or otherwise, including, without limitation, the right to take or receive from the Borrower, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim or other rights.

Section 2.07. Independent and Separate Obligations. The obligations of the Guarantors hereunder are independent of the obligations of the Borrower and are joint and several with the other Guarantors and, upon the occurrence and during the continuance of any Event of Default hereunder, a separate action or actions may be brought and prosecuted against the Borrower, whether or not the Guarantors are joined therein or a separate action or actions is brought against the Guarantors. The Lender's rights hereunder shall not be exhausted until all of the Guaranteed Obligations shall have been fully paid in cash and the Commitments shall have been terminated or shall have expired.

Section 2.08. Subordination. Any Indebtedness of the Borrower now or hereafter held by any Guarantor is hereby subordinated to the prior payment in full in cash of the Guaranteed Obligations. During the existence of an Event of Default, each Guarantor agrees not to ask for, demand, sue for, take or receive from the Borrower, directly or indirectly, in cash or other property, by setoff or in any other manner (including, without limitation, from or by way of collateral), payment of all or any of such indebtedness of the Borrower unless and until the Guaranteed Obligations shall have been fully paid in cash and the Commitments shall have been terminated or shall have expired. If the Guarantors shall receive any payments from the Borrower in violation of the preceding sentence, the Guarantors shall act as trustee for the Lender and promptly pay over to the Lender any amounts received in violation of this Agreement by the Guarantors to be applied against the Guaranteed Obligations as determined by the Lender.

Section 2.09. Payments. It is understood that the Guaranteed Obligations may at any time and from time to time exceed the aggregate liability of the Guarantors hereunder without impairing this Agreement. Each Guarantor agrees that whenever it shall make any payment to the Lender hereunder on account of the liability hereunder, it will deliver such payment to the Lender at the address provided for it in Section 5.05 below and notify the Lender in writing that such payment is made under this Agreement for such purpose. It is understood that the Lender, without impairing this Agreement, may apply payments from the Borrower to the Guaranteed Obligations as determined by the Lender. No payment made hereunder by the Guarantors to the Lender shall constitute the Guarantors as creditors of the Lender or the Borrower.

Section 2.10. Payments in Trust. If any amount shall be paid to the Guarantors contrary to the provisions of Section 2.06 and Section 2.08 hereof, such amount shall be held in trust for the benefit of the Lender and shall forthwith be paid to the Lender to be credited and applied to the Guaranteed Obligations, whether matured or unmatured, as determined by the Lender.

Section 2.11. Continuing Guarantee; Successors. The obligations of the Guarantors under this Agreement and the Loan Documents shall continue in full force and effect until the Guaranteed Obligations shall have been Paid in Full. This Agreement shall be binding upon each Guarantor and its successors and assigns (provided that no Guarantor may assign this Agreement without the prior written consent of the Lender) and shall inure to the benefit of and be enforceable by the Lender and its successors, transferees and permitted assigns. Without limiting the generality of the foregoing, and without notice to the Guarantors, the Lender may assign or otherwise transfer any of its rights and obligations under the Loan Documents to any other Person in accordance with the terms of the Credit Agreement, and such other Person shall thereupon become vested with all the rights in respect thereof granted to the Lender herein or otherwise.

Section 2.12. Demands. The Lender shall be entitled to make a demand for payment under this Agreement at any time upon the occurrence and during the continuance of an Event of Default. The amount set forth in such demand shall then be immediately due and payable by the Guarantors to the Lender in full in cash. Each demand by the Lender for performance or payment hereunder shall be in writing and shall be made in the manner set forth in Section 5.05. A dated statement signed by an officer of the Lender setting forth the amount of indebtedness at the time owing to the Lender by the Borrower under the Loan Documents shall, absent manifest error, be conclusive evidence thereof as between each Guarantor and the Lender in any legal proceedings against any Guarantor in connection with this Agreement; provided, however, in the event of any inconsistency between the Register and such statement, the amount owed set forth in the Register shall govern.

ARTICLE III. SECURITY INTEREST

Section 3.01. Creation of Security Interest. Each Grantor hereby pledges and grants to the Lender a security interest in and to, liens on, and all right, title and interest of each Grantor in and to, all presently existing and hereafter acquired Collateral, wherever located.

Section 3.02. Security for Obligations. This Agreement and the pledges made and security interests granted herein secure the prompt payment, in full in cash, and full performance of, the Obligations.

Section 3.03. Delivery of Pledged Collateral.

(a) Each Certificate shall, (i) on the Closing Date (with respect to Certificates existing on such date, if any) and (ii) promptly (and in any event within 5 days) (or such later date as permitted by the Lender in its reasonable discretion) after receipt or acquisition by any Grantor (with respect to Certificates received or acquired after the Closing Date, if any)), be delivered to and held by the Lender (or its agent or designee as specified by Lender) and shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed undated endorsements, instruments of transfer or assignment in blank, all in form and substance reasonably satisfactory to the Lender.

(b) The Lender shall have the right, upon the occurrence and during the continuance of an Event of Default, upon notice to the Grantors, to transfer to or to direct any Grantor or any nominee of such Grantor to register or cause to be registered in the name of the Lender or any of its nominees any or all of the Pledged Collateral. In addition, upon the occurrence and during the continuation of an Event of Default, the Lender shall have the right at any time to exchange certificates or instruments representing or evidencing Pledged Collateral for certificates or instruments of smaller or larger denominations.

Section 3.04. Further Assurances.

(a) At any time and from time to time, at the written request of the Lender, the Grantors shall execute and deliver to the Lender, at the Grantors' expense, all instruments, certificates and documents in form and substance reasonably satisfactory to the Lender, authorize the filing of such financing statements, and perform all such other acts as shall be necessary or desirable to perfect (if and to the extent perfection is required by this Agreement or the other Loan Documents) or protect or maintain, when filed, recorded, delivered or performed, the Lender's security interests granted pursuant to this Agreement or to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, the Grantors shall:

(i) at the reasonable request of the Lender, if any Collateral is evidenced by an instrument or chattel paper, in each case, having an aggregate value for all such instruments or chattel paper of all Grantors in excess of \$200,000, (A) in the case of any such instrument or tangible chattel paper in the possession of any Grantor, mark conspicuously on each such document or contract a legend, in form and substance reasonably satisfactory to the Lender, indicating that such document or contract is subject to the security interests granted hereby and, at the reasonable written request of the Lender, promptly (and in any event within three (3) Business Days (or such later period as the Lender may agree to in its reasonable discretion)) deliver such instrument or tangible chattel paper to the Lender, duly indorsed in a manner reasonably satisfactory to the Lender, and (B) in the case of any such electronic chattel paper, take all commercially reasonable steps necessary to establish "control" under the Uniform Commercial Code

with respect to such electronic chattel paper of the Grantor, including, but not limited to, creating, storing and assigning the records comprising electronic chattel paper in such a manner that (1) a single authoritative copy of the record or records exists which is unique, identifiable, and, except as otherwise provided in this Agreement, unalterable, (2) the authoritative copy identifies the Lender as the assignee of the record or records, (3) the authoritative copy is communicated to and maintained by the Lender or its designated custodian, (4) the identification of the Lender as assignee of the authoritative copy cannot be altered without the Lender's consent, (5) all copies of the authoritative copy are readily identifiable as copies, and not the authoritative copy and (6) any amendment of the authoritative copy is readily identifiable as authorized or unauthorized;

(ii) at the reasonable request of the Lender, if any Collateral that is Pledged Debt shall be evidenced by a promissory note or other instrument, within 5 days (or such later period as the Lender may agree to in its reasonable discretion) of such request, deliver and pledge to the Lender, such note(s) and/or other instrument(s) duly endorsed and accompanied by duly executed undated instruments of transfer or assignment, all in form and substance reasonably satisfactory to the Lender;

(iii) authorize the filing of such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Lender may reasonably request, in order to perfect (if and to the extent such perfection is required by this Agreement or the other Loan Documents) and preserve, with the required priority, the security interests granted, or purported to be granted hereby;

(iv) concurrently with the delivery of each Covenant Compliance Certificate referred to in Section 8(e)(i) of the Revolving Credit Agreement (or if a Default is in existence, more frequently upon the request of the Lender), execute and deliver to the Lender for recordation and filing in the United States Copyright Office a copy of this Agreement or another appropriate copyright security document in form and substance reasonably satisfactory to the Lender in respect of any registration, or application therefor, of any Copyright under the Copyright Act;

(v) concurrently with the delivery of each Covenant Compliance Certificate referred to in Section 8(e)(i) of the Revolving Credit Agreement (or if a Default is in existence, more frequently upon the request of the Lender), execute and deliver to the Lender for recordation and filing in the United States Patent and Trademark Office a copy of this Agreement or another appropriate patent or trademark security document, as applicable, in form and substance reasonably satisfactory to the Lender in respect of registration, or application therefor, of any Patent or Mark;

(vi) subject to the terms of the Credit Agreement, with respect to Deposit Accounts and securities accounts of the Grantors (other than any Excluded Account) opened after the Closing Date, within 30 days (or such later date as agreed to by the Lender in its sole discretion) after opening such accounts, cause Control Agreements, in form and substance reasonably satisfactory to the Lender, to be executed by all parties necessary to establish "control" under the Uniform Commercial Code with respect to such Deposit Accounts and securities accounts of the Grantors (other than any Excluded

Account); and

(vii) with respect to any interest in any commercial tort claim which involve an amount in controversy in excess of \$100,000, such Grantor shall, promptly upon request of the Lender, take all such actions as required by Section 3.11(c) hereof.

(b) At any time and from time to time, except as otherwise not required to be provided under this Agreement, the Lender shall be entitled to file and/or record any or all such financing statements, instruments and documents held by it, and any or all such further financing statements, documents and instruments, relative to the Collateral or any part thereof in each instance, and to take all such other actions as the Lender may reasonably deem necessary or appropriate to perfect and to maintain perfected the security interests granted herein.

(c) Each Grantor hereby authorizes the Lender to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of any Grantor where permitted by law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law. Additionally, each Grantor authorizes the Lender, its counsel or its representative, at any time and from time to time, to file or record such financing statements that describe the collateral covered thereby as “all assets of the Debtor”, “all personal property of the Debtor”, in each case “whether now owned or hereafter acquired or arising” or words of similar effect.

(d) The Grantors shall furnish to the Lender concurrently with the delivery of each Covenant Compliance Certificate referred to in Section 8(e)(i) of the Revolving Credit Agreement (or if an Event of Default has occurred and is continuing, more frequently upon the request of the Lender), supplements to the Schedules to this Agreement and such other reports in connection with the Collateral as the Lender may reasonably request including the following:

(e) (i) if any Grantor obtains any rights or interests in any Deposit Accounts (other than those held with the Lender), securities accounts or Pledged Debt, such Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, supplement Schedule E to reflect such additional Deposit Accounts, securities accounts, or Pledged Debt; (ii) if any Grantor publishes or registers, or applies for registration, of any copyright under the Copyright Act, such Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, supplement Schedule B to reflect the publication or registration of such copyright or application therefor; (iii) if any Grantor obtains a registration in any Marks, such Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, supplement Schedule B to reflect such additional Marks; (iv) if any Grantor obtains any issued Patents or applications for Patents, such Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, supplement Schedule B to reflect such Patents; (v) if any Grantor receives or acquires any additional shares of Capital Stock of any Person, any additional partnership interests in any partnership or joint venture or any additional Limited Liability Company Interests, such Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, supplement Schedule A to reflect such additional Pledged Collateral; (vi) if any Grantor obtains any rights or interests in any tangible chattel paper or electronic chattel paper that

in the aggregate have a value or face amount in excess of \$200,000, supplement Schedule E to reflect such chattel paper; (vii) if any Grantor obtains any Pledged Debt evidenced by a promissory note or other instrument, supplement Schedule E to reflect such additional Pledged Debt; (viii) if any Grantor obtains Collateral consisting of a certificate of title with a market value of more than \$200,000 supplement Schedule G to reflect such additional Collateral; (ix) if any Grantor holds any Inventory and/or Equipment at a location other than as set forth in Schedule C (except for any equipment and/or Inventory in transit from one location on Schedule C to another location on Schedule C in the ordinary course of business), supplement Schedule C (or deliver another document in form and substance reasonably satisfactory to the Lender) to reflect such locations; (x) if the chief executive office of any Grantor is located at an address other than as set forth for the Grantor on Schedule D or if any records concerning any Accounts and/or all originals of any contracts and other writings which evidence any Accounts are located at an addresses other than as set forth for the Grantor on Schedule D, supplement Schedule D to reflect such locations; and (xi) if any Grantor obtains any rights or interests in any commercial tort claims with a value in excess of \$100,000, such Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, supplement Schedule E to reflect such additional commercial tort claims.

(f) Upon the occurrence and during the continuance of an Event of Default, and upon 30 days' notice from the Lender, with respect to any Collateral consisting of a certificate of title with a market value of more than \$200,000 as to which the Lender's security interest needs be perfected by, or the priority thereof needs be assured by, notation on the certificate of title pertaining to such Collateral, the Grantors will (i) promptly (and in event within three (3) Business Days (or such later date as the Lender may agree to in its reasonable discretion) notify the Lender of the acquisition thereof and (ii) at the reasonable written request of the Lender, cause such security interest to be noted on such certificate of title.

(g) With respect to any Collateral consisting of Certificates, each Grantor hereby consents and agrees that, upon the occurrence and during the continuance of an Event of Default, the issuers of, or obligors on, any such Collateral, or any registrar or transfer agent or trustee for any such Collateral, shall be entitled to the fullest extent permitted under applicable laws to accept the provisions of this Agreement as conclusive evidence of the right of the Lender to effect any transfer or exercise any right hereunder or with respect to any such Collateral subject to the terms hereof, notwithstanding any other notice or direction to the contrary heretofore or hereafter given by such Grantor or any other Person to such issuers or such obligors or to any such registrar or transfer agent or trustee.

Section 3.05. Voting Rights; Dividends; Etc. So long as no Event of Default shall have occurred and be continuing:

(a) Voting Rights. The Grantors shall be entitled to exercise any and all voting and other consensual rights pertaining to the Pledged Collateral (including all voting, consent, administration, management and other rights and remedies under any partnership agreement or any operating agreement or otherwise with respect to the Pledged Collateral), or any part thereof, for any purpose not in violation of the terms of this Agreement, the Credit Agreement or the other Loan Documents; provided, however, that no Grantor shall exercise any such right if it would knowingly result in a Default.

(b) Dividend and Distribution Rights. Subject to the terms of the Credit Agreement, the Grantors shall be entitled to receive and to retain and use any and all dividends or distributions paid in respect of the Pledged Collateral; provided, however, that any and all non-cash dividends or non-cash distributions in the form of certificated Capital Stock, certificated limited liability interests, instruments or other property received, receivable or otherwise distributed in respect of, or in exchange for, any Pledged Collateral, shall promptly be delivered to the Lender to be held as Collateral or applied to the Obligations in accordance with the Credit Agreement, as the Lender shall elect; and, if received by any Grantor, shall be received in trust for the benefit of the Lender, be segregated from the other property of the Grantors and promptly be delivered to the Lender in the same form as so received (with any necessary endorsements) to be held as Collateral or applied to the Obligations as the Lender shall elect.

Section 3.06. Rights as to Pledged Collateral During Event of Default. After an Event of Default has occurred and while such Event of Default is continuing:

(a) Voting, Dividend and Distribution Rights. At the option of the Lender and upon notice to the Grantors, all rights of the Grantors to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to Section 3.05(a) above, and to receive the dividends and distributions which it would otherwise be authorized to receive and retain pursuant to Section 3.05(b) above, shall cease, and all such rights shall thereupon become vested in the Lender who shall thereupon have the sole right to exercise such voting and other consensual rights and to receive and to hold as Pledged Collateral such dividends and distributions.

(b) Dividends and Distributions Held in Trust. All dividends and other distributions which are received by the Grantors contrary to the provisions of Section 3.06(a) of this Agreement shall be received in trust for the benefit of the Lender, shall be segregated from other funds of the Grantors and promptly shall be paid over to the Lender as Collateral in the same form as so received (with any necessary endorsements) to be held as Collateral or applied to the Obligations, as the Lender may elect.

(c) Registration. Determination by the Lender to exercise its right to sell pursuant to Section 4.04 hereof any or all of the Pledged Securities without registering the Pledged Securities under the Securities Act of 1933 shall not be deemed to be commercially unreasonable solely by virtue of the fact that such Pledged Securities were not so registered (provided that any such sale shall be conducted in accordance with the Uniform Commercial Code and other applicable laws (including securities laws)).

Section 3.07. Irrevocable Proxy. Each Grantor hereby revokes all previous proxies (if any) with regard to the Pledged Collateral and appoints the Lender as its proxyholder and attorney-in-fact to, so long as such actions are performed in accordance with the Organic Documents and applicable law, (i) attend and vote at any and all meetings of the shareholders of the corporation(s) which issued the Pledged Securities that are Collateral (whether or not transferred into the name of the Lender), and any adjournments thereof, held on or after the date of the giving of this proxy and to execute any and all written consents, waivers and ratifications of shareholders of such corporation(s) executed on or after the date of the giving of this proxy with the same effect as if the Grantors had personally attended the meetings or had personally voted its shares or had personally signed the written consents, waivers or ratification, (ii) attend and vote at

any and all meetings of the members of the Pledged Entities (whether or not such Pledged Limited Liability Company Interests are transferred into the name of the Lender), and any adjournments thereof, held on or after the date of the giving of this proxy and to execute any and all written consents, waivers and ratifications of the Pledged Entities (to the extent such Pledged Entity is a Guarantor) executed on or after the date of the giving of this proxy with the same effect as if the Grantor had personally attended the meetings or had personally voted on its Limited Liability Company Interests or had personally signed the consents, waivers or ratifications and (iii) attend and vote at any and all meetings of the partners of the any partnership(s) which issued the Pledge Partnership Interests (whether or not such Pledged Partnership Interests are transferred into the name of the Lender), and any adjournments thereof, held on or after the date of the giving of this proxy and to execute any and all written consents, waivers and ratifications of the partners of such partnership(s) executed on or after the date of the giving of this proxy with the same effect as if the Grantor had personally attended the meetings or had personally voted on its Pledged Partnership Interests or had personally signed the consents, waivers or ratifications; provided, however, that, for the avoidance of doubt, in each case of the foregoing in this Section 3.07, the revocation of existing proxies (if any) shall not be effective until, and the appointment of the Lender as proxyholder and attorney-in-fact shall not be effective until, the occurrence and during the continuance of an Event of Default. The Grantors hereby authorize the Lender to substitute another Person (which Person shall be a successor to the rights of the Lender hereunder or a nominee appointed by the Lender to serve as proxyholder) as the proxyholder and, upon the occurrence or during the continuance of any Event of Default, hereby authorize and direct the proxyholder to file this proxy and the substitution instrument with the secretary of the appropriate corporation, limited partnership or limited liability company. This proxy is coupled with an interest and is irrevocable until such time as the Guaranteed Obligations have been Paid in Full and any applicable bankruptcy preference period has expired or terminated .

Section 3.08. Copyrights.

(a) Royalties. The Grantors hereby agree that the use by the Lender of the Copyrights as authorized hereunder in connection with the Lender's exercise of their rights and remedies hereunder shall be without any liability for royalties or other related charges from the Lender to the Grantors.

(b) Restrictions on Future Agreements. Subject to the terms hereof and of the Credit Agreement, the Grantors shall be permitted to manage, license and administer their Copyrights and to become a licensee of other copyrights in such manner as the Grantors in their reasonable business judgment deems desirable; provided, however, that the Grantors will not, without the Lender's prior written consent (which consent shall not be unreasonably withheld or delayed), (i) abandon any Material Copyright in which any Grantor now owns or hereafter acquires any rights or interests, (ii) enter into any license agreements in which any Grantor licenses any of its Material Copyrights to another Person or (iii) fail to take any action, or permit any others (including licensees) to fail to take any action with respect to its Material Copyrights, which would customarily be taken by a Person in the same business and in similar circumstances as such Grantor.

(c) Duties of the Grantors. The Grantors agree to: (i) prosecute diligently any Material Copyright, (ii) upon the occurrence and during the continuance of an Event of Default,

make application for registration of such uncopyrighted but copyrightable material owned by any Grantor as the Lender reasonably deems appropriate, (iii) place notices of copyright on all material copyrightable property produced or owned by any Grantor embodying the Copyrights and cause its licensees to do the same, and (iv) take all action necessary to preserve and maintain all rights in the Material Copyrights, including making timely filings for renewals and extensions of such Copyrights and diligently monitoring unauthorized use thereof. Any expenses incurred in connection with the foregoing shall be borne by the Grantors, jointly and severally. The Grantors shall give proper statutory notice in connection with their use of each Material Copyright to the extent necessary for the protection thereof. The Grantors shall notify the Lender of any suits they commence to enforce any Copyright and shall provide the Lender with copies of any documents reasonably requested by the Lender in writing relating to such suits. The Lender shall not have any duty with respect to the Copyrights other than to act lawfully and without gross negligence or willful misconduct. Without limiting the generality of the foregoing, the Lender shall not be under any obligation to take any steps necessary to preserve rights in the Copyrights against any other party, but the Lender may do so at its option upon the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the account of the Grantors and shall be added to the Obligations.

Section 3.09. Patents and Marks.

(a) Royalties. The Grantors hereby agree that any rights granted hereunder to the Lender with respect to Patents and Marks shall be applicable to all territories in which the Grantors have the right to use such Patents and Marks, from time to time, and without any liability for royalties or other related charges from the Lender to the Grantors.

(b) Restrictions on Future Agreements. Subject to the terms hereof and of the Credit Agreement, the Grantors shall be permitted to manage, license and administer their Patents and Marks and to become a licensee of other patents and trademarks in such manner as the Grantors in their reasonable business judgment deems desirable; provided, however, that the Grantors will not, without the Lender's prior written consent (which consent shall not be unreasonably withheld or delayed), (i) abandon any Material Patent or Material Mark in which any Grantor now owns or hereafter acquires any rights or interests, (ii) enter into any license agreements pursuant to which any Grantor licenses any Material Patent or Material Mark to another Person or (iii) fail to take any action, or permit any others (including licensees) to fail to take any action with respect to their Material Patents or Material Marks, which would customarily be taken by a Person in the same business and in similar circumstances as such Grantor.

(c) Duties of the Grantors. The Grantors agree to: (i) prosecute diligently any Material Patent and Material Mark, (ii) upon the occurrence and during the continuance of an Event of Default, make application on unpatented but patentable inventions owned by the Grantors and on unregistered Marks, as the case may be, as the Lender reasonably deems appropriate, (iii) file and prosecute opposition and cancellation proceedings in respect of Material Patents and Material Marks and (iv) take all action necessary to preserve and maintain all rights in the Material Patents and Material Marks, including making timely filings for renewals and extensions of such Patents and Marks and diligently monitoring unauthorized use thereof. Any expenses incurred in connection with the foregoing shall be borne by the Grantors, jointly and severally. The Grantors shall give proper statutory notice in connection with their use of each Material Mark and each

Material Patent to the extent necessary for the protection thereof. The Grantors shall notify the Lender of any suit it commences to enforce any Material Patent or Material Mark and shall provide the Lender with copies of any documents reasonably requested by the Lender in writing relating to such suit. The Lenders shall not have any duty with respect to the Patents and Marks other than to act lawfully and without gross negligence or willful misconduct. Without limiting the generality of the foregoing, the Lender shall not have any obligation to take any steps necessary to preserve rights in the Patents and Marks against any other party, but the Lender may do so at its option upon the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the account of the Grantors and shall be added to the Obligations.

Section 3.10. Grantors' Representations and Warranties. In addition to the representations and warranties set forth in the Credit Agreement that are applicable to such Grantor, which are hereby incorporated by reference to the extent such Grantor is not a party thereto, each Grantor represents and warrants as follows:

(a) Organizational Matters. (i) Schedule C (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents) sets forth each location at which Inventory and/or Equipment is located, (ii) the chief executive office of such Grantor; where the Grantor keeps its records concerning the Collateral and the chattel paper evidencing the Collateral, is located at the address set forth for the Grantor on Schedule D (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents); (iii) all records concerning any Accounts and all originals of all contracts and other writings which evidence any Accounts are located at the addresses listed on Schedule D (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents); (iv) the Grantor has exclusive possession and control of the Equipment and the Inventory as forth on Schedule C (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents), except for such Equipment and Inventory held at customer locations or any equipment and/or Inventory in transit from one location on Schedule C to another location on Schedule C in the ordinary course of business; (v) such Grantor's exact legal name and the jurisdiction of formation of such Grantor are set forth on Schedule F (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents); (vi) each trade name or other fictitious name under which any Grantor conducts business as of the Closing Date or has conducted business at any time during the five (5) years immediately preceding the Closing Date is set forth on Schedule D (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents); and (vii) each Grantor's organizational identification number for the state of its organization is set forth on Schedule F (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents).

(b) Valid Grant of Security Interest. The Grantors are the legal and beneficial owners of the Collateral free and clear of all Liens except for Liens permitted by Section 9(b) of the Credit Agreement. The Grantors have the power and authority to grant the security interests in the Collateral purported to be granted hereby, and to execute, deliver and perform this Agreement. The pledge of the Collateral pursuant to this Agreement creates a valid security interest in the Collateral. Except to the extent (i) a security interest in the Collateral cannot be perfected by the filing of a financing statement under the Uniform Commercial Code, all filings and other actions

necessary to perfect such Security Interest (if and to the extent such perfection is required by this Agreement and the other Loan Documents) have been duly taken or will have been taken upon the filing of financing statements listing each applicable Grantor, as a debtor, and Lender, as secured party, in the jurisdictions listed next to such Grantor's name on Schedule F, (ii) in the case of (A) the Pledged Equity, when certificates representing such Pledged Equity are delivered to the Lender (together with duly executed stock powers, undated and endorsed in blank), and (B) all other Collateral, to the extent a security interest therein can be perfected by the filing of a financing statement under the UCC, when a UCC-1 financing statement has been filed against such Grantor in the jurisdictions listed next to such Grantor's name on Schedule F, (iii) the recordation of appropriate documentation with the United States Copyright Office and the United States Patent and Trademark Office, as applicable, (iv) the execution of Control Agreements with respect to the Deposit Accounts, commodities accounts and the securities accounts (other than any Excluded Accounts) of the Grantors, and (v) the execution of landlord waivers and bailee letters with respect to certain Collateral held by third parties as required by the Credit Agreement, the Lender will have a fully perfected first-priority Lien in all Collateral (except for Liens permitted by Section 9(b) of the Credit Agreement).

(c) Authorization and Issuance. The Pledged Collateral have been duly authorized and validly issued and, to the extent such concept is applicable, are fully paid and nonassessable.

(d) No Consents, Etc. No consent of any Person (including any partner in a partnership with respect to which any Grantor has pledged its interest as a Pledged Partnership Interest under this Agreement or any member in a Pledged Entity) is required for the pledge by such Grantor of the Collateral except for those consents which have been made or obtained prior to the effectiveness of such pledge.

(e) Capitalization. The Pledged Collateral described on Schedule A (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents) constitutes (i) all of the Capital Stock of any Person owned by each Grantor, (ii) such Grantor owns the percentage of the issued and outstanding shares of the Pledged Collateral indicated on Schedule A (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents), and (iii) there is no other class of shares issued and outstanding of the Pledged Collateral that is owned by any Grantor except as set forth on Schedule A (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents).

(f) No Governmental Authorizations, Etc. As of the Closing Date, no authorization, approval or other action by, and no notice to or filing with, any governmental authority (other than (i) such authorizations, approvals and other actions as have already been taken and are in full force and effect, (ii) the filing of a UCC-1 financing statement in favor of the Lender with the Secretary of State of the jurisdiction of formation of each Grantor indicating each Grantor as a debtor and as otherwise in proper form for filing with the Secretary of State of each such jurisdiction of formation, (iii) the recordation and filing in the United States Patent and Trademark Office of documentation evidencing the security interest in the U.S. Marks listed in Schedule B, (iv) the other filings and recordings required to perfect the Liens in the Collateral, and (v) those, that if not obtained, would not have a Material Adverse Effect) is required (A) for the

execution and delivery or performance of this Agreement by each Grantor, or (B) for the exercise by the Lender of the voting rights in the Pledged Collateral or of any other rights or remedies in respect of the Collateral hereunder except as may be required in connection with any disposition of Collateral consisting of securities by laws affecting the offering and sale of securities generally and other applicable law.

(g) Intellectual Property. No Grantor owns a registration for, or has applied for any registration of Copyrights, Marks or Patents, other than those set forth on Schedule B (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents). Except as set forth on Schedule B (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents), none of such registered Copyrights, registered Marks or issued Patents has been registered with any governmental authority, nor has an application for such registration been made. Each Grantor owns, or possesses the right to use, all Intellectual Property rights that are reasonably necessary for the operation of its business as presently conducted, without material conflict with the rights of any other Person. To the best knowledge of the Grantors, no material right, product, process, method, substance, part or other material now employed, or now contemplated to be employed, by any Grantor infringes upon any rights held by any other person except in such instances in which the loss of such right, advertising device, product, process, method, substance, part or other material, either individually or in the aggregate, would not reasonably be expected to have a material impact on the Grantors' businesses. No claim or litigation regarding any of the foregoing is pending or, to the best knowledge of the Grantors, threatened.

(h) Indebtedness. As of the Closing Date, Schedule E sets forth (i) all of the Grantors' deposit accounts, (ii) all of the Grantors' securities accounts, (iii) all letters of credit issued for the benefit of the Grantors and (iv) all of the Grantors' Pledged Debt. As of the Closing Date, the Grantors have no tangible or electronic chattel paper.

(i) Collateral Covered by Certificates of Title. Except as set forth on Schedule G, as of the Closing Date, the Grantors do not own any Collateral subject to a certificate of title having a fair market value in excess of \$200,000.

(j) Financial or other Benefit or Advantage. Each Grantor hereby acknowledges and warrants that it has derived or expects to derive a financial or other benefit or advantage from the credit facilities extended to the Borrower under the Credit Agreement and from each and every renewal, extension, release of Collateral or other relinquishment of legal rights made or granted or to be made or granted by the Lender to the Borrower in connection with such credit facilities. Each Grantor acknowledges that the Borrower are not merely the agents, instrumentalities or alter egos of such Grantor (other than as to such Borrower), and that each Borrower is an independent and separate business entity, fully and adequately capitalized for its own business purposes.

(k) Advice of Counsel. Each Grantor has consulted with its attorneys regarding the terms and conditions and waivers set forth in this Agreement. Each Grantor's attorneys have advised such Grantor of the potential legal consequences of each waiver set forth in this Agreement, including the rights such Grantor would have in the absence of such waivers.

(l) Commercial Tort Claims. The only commercial tort claims of any Grantor with a value in excess of \$200,000 existing on the date hereof (regardless of whether the amount, defendant or other material facts can be determined and regardless of whether such commercial tort claim has been asserted, threatened or has otherwise been made known to the obligor thereof or whether litigation has been commenced for such claims) are those listed on Schedule E (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents), which sets forth such information separately for each Grantor.

Section 3.11. Grantor Covenants. In addition to the covenants set forth in the Credit Agreement that are applicable to such Grantor, which are hereby incorporated by reference to the extent such Grantor is not a party thereto, each Grantor covenants and agrees as follows:

(a) The Collateral will not be used in any way that will void or impair any insurance required under the Credit Agreement to be carried in connection therewith.

(b) Each Grantor will not (i) move its chief executive office except where five (5) Business Days' (or such later date as permitted by the Lender in its reasonable discretion) prior written notice is provided to the Lender, (ii) change its legal name, its place of incorporation, formation or organization (as applicable) or its organizational identification number for the state of its organization, from those specified in Schedule F, unless such Grantor delivers a five (5) Business Days' (or such later date as permitted by the Lender in its reasonable discretion) prior written notice to the Lender with respect to such actions; (iii) to the extent such Pledged Entity has opted into Article 8, permit any issuer of Pledged Collateral to issue any securities in uncertificated form or seek to convert all or any part of any Pledged Collateral into uncertificated form (as contemplated by Article 8 of the Uniform Commercial Code), and to the extent such Pledged Entity has not opted into Article 8, permit any issuer of Pledged Collateral to issue any securities in a certificated form other than to the applicable Grantor (which such Grantor agrees to promptly deliver to the Lender along with an undated transfer power executed in blank by an authorized officer of such Grantor), or (iv) permit any issuer of Pledged Collateral to issue any additional Capital Stock, membership interests, or partnership interests, or any other rights or options with respect thereto, as applicable, other than to a Grantor.

(c) Each Grantor agrees that, if such Grantor shall acquire any interest in any commercial tort claim (whether from another Person or because such commercial tort claim shall have come into existence) with a value in excess of \$200,000 concurrently with the delivery of the Covenant Compliance Certificate referred to in Section 8(e)(i) of the Revolving Credit Agreement (i) such Grantor shall deliver to the Lender, in each case in form and substance reasonably satisfactory to the Lender, an authenticated notice of the existence and nature of such commercial tort claim, and (ii) such Grantor shall execute and deliver to the Lender, in each case in form and substance satisfactory to the Lender, any document, and take all other action, deemed by the Lender to be reasonably necessary for the Lender to obtain a perfected security interest having at least the priority set forth in Section 3.10(b) in all such commercial tort claims.

(d) [Reserved].

(e) Each of Parent and Borrower shall, in accordance with Section 9(i) the

Credit Agreement, cause each of its Subsidiaries formed or acquired after the Closing Date to execute and deliver to the Agent, concurrently with the formation or acquisition thereof (or such longer period as the Lender may agree to in its reasonable discretion), a Joinder Agreement.

Section 3.12. Continuing Security Interest; Successors and Assigns. Subject to the release provisions of Section 5.06 hereof, this Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until payment in full in cash of the Obligations and the termination or expiration of the Commitment, (ii) be binding upon the Grantors and their respective successors and assigns and (iii) inure, together with the rights and remedies of the Lender hereunder, and its respective successors and permitted assigns, subject to the terms of the Credit Agreement. Subject to Section 17 of the Credit Agreement, the Lender may assign or otherwise transfer any Loans, Commitment, or any rights in Collateral held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to the Lender herein or otherwise. Nothing set forth herein or in any other Loan Document is intended or shall be construed to give to any other party any right, remedy or claim under, to or in respect of this Agreement or any other Loan Document or any Collateral. The Grantors' successors and assigns shall include, without limitation, a receiver, trustee or debtor in possession thereof or therefor, provided that, none of the rights or obligations of the Grantor hereunder may be assigned or otherwise transferred.

ARTICLE IV. REMEDIES

Section 4.01. Lender's Rights Regarding Collateral. At any time and from time to time, the Lender may, to the extent necessary to protect the Collateral, but the Lender shall not be obligated to, if an Event of Default has occurred and while such Event of Default is continuing, at the expense of the Grantors, perform any obligation of the Grantors under this Agreement. At any time and from time to time after an Event of Default has occurred and while such Event of Default is continuing, at the expense of the Grantors, the Lender may, to the extent necessary or desirable to protect the Collateral, but the Lender shall not be obligated to: (i) notify obligors on the Collateral that the Collateral has been assigned as security to the Lender; (ii) at any time and from time to time request from obligors on the Collateral, in the name of the Grantors or in the name of the Lender, information concerning the Collateral and the amounts owing thereon; and (iii) direct obligors under the contracts included in the Collateral to which each Grantor is a party to direct their performance to the Lender. The Lender shall not be under any duty or obligation whatsoever to take any action to preserve any rights of or against any prior or other parties in connection with the Collateral, to exercise any voting rights or managerial rights with respect to any Collateral or to make or give any presentments for payment, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor or notices of any other nature whatsoever in connection with the Collateral or the Obligations. The Lender shall not be under any duty or obligation whatsoever to take any action to protect or preserve the Collateral or any rights of the Grantors therein, or to make collections or enforce payment thereon, or to participate in any foreclosure or other proceeding in connection therewith. Nothing contained herein shall constitute an assumption by the Lender of any obligations of the Grantors under any contracts assigned hereunder unless the Lender shall have given written notice to the counterparty to such assigned contract of the Lender's intention to assume such contract. The Grantors shall continue to be liable for performance of its obligations under such contracts.

Nothing contained herein shall be construed to make the Lender liable as a stockholder of any corporation, member of any Pledged Entity or partner in any partnership with respect to which the Grantors have pledged its interests under this Agreement in Pledged Collateral, and the Lender by virtue of this Agreement or otherwise (except as referred to in the following sentence) shall not have any of the duties, obligations or liabilities of a stockholder of any such corporation, member of any such Pledged Entity or partner in such partnership unless and until the Lender exercises its rights pursuant to Section 3.06. The parties hereto expressly agree that, unless the Lender shall become the owner of any Pledged Collateral pursuant to the terms in this Agreement, this Agreement shall not be construed as creating a partnership or joint venture among the Lender, any such corporation, any such Pledged Entity or any such partnership and/or the Grantors. Except as provided in the immediately preceding sentence, the Lender, by accepting this Agreement, does not intend to become a stockholder of any corporation, member of any Pledged Entity or partner in any partnership with respect to which the Grantors have pledged its interests in any Pledged Collateral, or otherwise be deemed to be a co-venturer with respect to the Grantors or any such corporation, Pledged Entity or partnership, either before or after an Event of Default shall have occurred.

Section 4.02. Collections on the Collateral. Except as provided to the contrary in the Credit Agreement, the Grantors shall have the right to use and to continue to make collections on and receive dividends and other proceeds of all of the Collateral in the ordinary course of business so long as no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, at the option of the Lender, the Grantors' right to make collections on and receive dividends and other proceeds of the Collateral and to use or dispose of such collections and proceeds shall terminate, and any and all dividends, proceeds and collections, including all partial or total prepayments, then held or thereafter received on or on account of the Collateral will be held or received by the Grantors in trust for the Lender and immediately delivered in kind to the Lender (duly endorsed to the Lender, if required), to be applied to the Obligations or held as Collateral, as the Lender shall elect. Upon the occurrence and during the continuance of an Event of Default, the Lender shall have the right at all times to receive, endorse, assign, deposit and deliver, in the name of the Lender or in the name of the Grantors, any and all checks, notes, drafts and other instruments for the payment of money constituting proceeds of or otherwise relating to the Collateral; and the Grantors hereby authorize the Lender to affix, by facsimile signature or otherwise, the general or special endorsement of the Grantors, in such manner as the Lender shall deem advisable, to any such instrument in the event the same has been delivered to or obtained by the Lender without appropriate endorsement, and the Lender and any collecting bank are hereby authorized to consider such endorsement to be a sufficient, valid and effective endorsement by the Grantors, to the same extent as though it were manually executed by the duly authorized representatives of the Grantors, regardless of by whom or under what circumstances or by what authority such endorsement actually is affixed, without duty of inquiry or responsibility as to such matters, and the Grantors hereby expressly waive demand, presentment, protest and notice of protest or dishonor and all other notices of every kind and nature with respect to any such instrument.

Section 4.03. Possession of Collateral by Lender. All the Collateral now, heretofore or hereafter delivered to the Lender shall be held by the Lender in its possession, custody and control. Any or all of the Collateral delivered to and held and maintained by the Lender constituting cash or Cash Equivalents shall, prior to the occurrence and continuance of any

Event of Default, upon written request of the Grantor, be held in an interest-bearing account with the Lender, and shall be invested in Cash Equivalents. Nothing herein shall obligate the Lender to obtain any particular return thereon. Upon the occurrence and during the continuance of an Event of Default, whenever any of the Collateral is in the Lender's possession, custody or control, the Lender may use, operate and consume the Collateral, whether for the purpose of preserving and/or protecting the Collateral, or for the purpose of performing any of the Grantors' obligations with respect thereto, or otherwise, and any or all of the Collateral delivered to the Lender constituting cash or Cash Equivalents shall be applied by the Lender to payment of the Obligations or held as Collateral, as the Lender shall elect. The Lender may at any time deliver or redeliver the Collateral or any part thereof to the Grantors, and the receipt of any of the same by the Grantors shall be complete and full acquittance for the Collateral so delivered, and the Lender thereafter shall be discharged from any liability or responsibility arising after such delivery to the Grantors. So long as the Lender exercises reasonable care with respect to any Collateral in its possession, custody or control, the Lender shall not have any liability for any loss of or damage to any Collateral, and in no event shall the Lender have liability for any diminution in value of the Collateral occasioned by economic or market conditions or events. The Lender shall be deemed to have exercised reasonable care within the meaning of the preceding sentence if the Collateral in the possession, custody or control of the Lender is accorded treatment substantially equal to that which the Lender accords similar property for its own account, it being understood that the Lender shall not have any responsibility for (i) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Collateral, whether or not the Lender has or is deemed to have knowledge of such matters, or (ii) taking any necessary steps to preserve rights against any Person with respect to any Collateral.

Section 4.04. Remedies.

(a) Rights Upon Event of Default. Upon the occurrence and during the continuance of an Event of Default, the Grantors shall be in default hereunder and the Lender shall have, in any jurisdiction where enforcement is sought, in addition to all other rights and remedies that the Lender may have under this Agreement and under applicable laws or in equity, all rights and remedies of a secured party under the Uniform Commercial Code as enacted in any such jurisdiction in effect at that time, and in addition the following rights and remedies, all of which may be exercised with or without notice to the Grantors except such notice as may be specifically required by applicable law: (i) to foreclose the Liens created hereunder or under any other Loan Document by any available judicial procedure or without judicial process; (ii) to enter any premises where any Collateral may be located for the purpose of securing, protecting, inventorying, appraising, inspecting, repairing, preserving, storing, preparing, processing, taking possession of or removing the same; (iii) to sell, assign, lease or otherwise dispose of any Collateral or any part thereof, either at public or private sale or at any broker's board, in lot or in bulk, for cash, on credit or otherwise, with or without representations or warranties and upon such terms as shall be commercially reasonable; (iv) to notify obligors on the Collateral that the Collateral has been assigned to the Lender and that all payments thereon, or performance with respect thereto, are to be made directly and exclusively to the Lender; (v) to collect by legal proceedings or otherwise all dividends, distributions, interest, principal or other sums now or hereafter payable upon or on account of the Collateral; (vi) to enter into any extension, reorganization, disposition, merger or consolidation agreement, or any other agreement relating to or affecting the Collateral, and in connection therewith the Lender may deposit or surrender

control of the Collateral and/or accept other property in exchange for the Collateral as the Lender deems appropriate; (vii) to settle, compromise or release, on terms acceptable to the Lender, in whole or in part, any amounts owing on the Collateral and/or any disputes with respect thereto; (viii) to extend the time of payment, make allowances and adjustments and issue credits in connection with the Collateral in the name of the Lender or in the name of the Grantors; (ix) to enforce payment and prosecute any action or proceeding with respect to any or all of the Collateral and take or bring, in the name of the Lender or in the name of the Grantors, any and all steps, actions, suits or proceedings deemed necessary or desirable by the Lender to effect collection of or to realize upon the Collateral, including any judicial or nonjudicial foreclosure thereof or thereon, and the Grantors specifically consent to any nonjudicial foreclosure of any or all of the Collateral or any other action taken by the Lender which may release any obligor from personal liability on any of the Collateral, and any money or other property received by the Lender in exchange for or on account of the Collateral, whether representing collections or proceeds of Collateral, and whether resulting from voluntary payments or foreclosure proceedings or other legal action taken by the Lender or the Grantor may be applied by the Lender, without notice to the Grantors, to the Obligations in such order and manner as the Lender in its sole discretion shall determine; (x) to insure, protect and preserve the Collateral; (xi) to exercise all rights, remedies, powers or privileges provided under any of the other Loan Documents; and (xii) to remove, from any premises where the same may be located, the Collateral and any and all documents, instruments, files and records, and any receptacles and cabinets containing the same, relating to the Collateral, and the Lender may, at the cost and expense of the Grantors, use such of its supplies, equipment, facilities and space at its places of business as may be necessary or appropriate to properly administer, process, store, control, prepare for sale or disposition and/or sell or dispose of the Collateral or to properly administer and control the handling of collections and realizations thereon, and the Lender shall be deemed to have a rent-free tenancy of any premises of any Grantor for such purposes and for such periods of time as reasonably required by the Lender. The Grantors will, at the Lender's request after the occurrence and during the continuance of an Event of Default, assemble the Collateral and make it available to the Lender at places which the Lender may designate, whether at the premises of any Grantor or elsewhere, and will make available to the Lender, free of cost, all premises, equipment and facilities of any Grantor for the purpose of the Lender's taking possession of the Collateral or storing the same or removing or putting the Collateral in salable form or selling or disposing of the same. The Lender has no obligation to clean-up or otherwise prepare the Collateral for sale.

(b) Possession by Lender. Upon the occurrence and during the continuance of an Event of Default, the Lender also shall have the right, without notice or demand, either in person, by agent or by a receiver to be appointed by a court in accordance with the provisions of applicable law (and the Grantors hereby expressly consent, to the fullest extent permitted by applicable law, upon the occurrence and during the continuance of an Event of Default to the appointment of such a receiver), and, to the extent permitted by applicable law, without regard to the adequacy of any security for the Obligations, to operate the business of the Grantors, by, inter alia, taking possession of the Collateral or any part thereof and to collect and receive the rents, issues, profits, income and proceeds thereof, pending the exercise of any and all other rights and remedies available to the Lender under this Agreement and/or at law or in equity. The operation of the Grantors' business and the taking possession of the Collateral by the Lender shall not cure or waive any Event of Default or notice thereof or invalidate any act done pursuant to such notice.

The rights, remedies and powers of any receiver appointed by a court shall be as ordered by said court.

(c) Sale of Collateral. Upon the occurrence and during the continuance of an Event of Default, any public or private sale or other disposition of the Collateral may be held at any office of the Lender, or at any Grantor's place of business, or at any other place permitted by applicable law, and without the necessity of the Collateral's being within the view of prospective purchasers. The Lender may direct the order and manner of sale of the Collateral, or portions thereof, as it in its sole and absolute discretion may determine, provided such sale is commercially reasonable, and the Grantors expressly waive, to the extent permitted by applicable law, any right to direct the order and manner of sale of any Collateral. The Lender or any Person acting on the Lender's behalf may bid and purchase at any such sale or other disposition. In addition to the other rights of the Lender hereunder, the Grantors hereby grant to the Lender a license or other right to use, without charge, but only after the occurrence and during the continuance of an Event of Default, the Grantors' labels, copyrights, patents, rights of use of any name, trade names, trademarks and advertising matter, or any property of a similar nature, including the Copyrights, the Patents and the Marks set forth on Schedule B, in advertising for sale and selling any Collateral. The Lender may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and such compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

(d) Notice of Sale. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Lender will give the Grantors reasonable notice of the time and place of any public sale thereof or of the time and place on or after which any private sale thereof is to be made. The requirement of reasonable notice conclusively shall be met if such notice is mailed, certified mail, postage prepaid, to the Grantors at the address set forth in the Credit Agreement, on the signature pages hereto, or on the signature page of any Joinder Agreement, or delivered or otherwise sent to the Grantors, at least ten (10) days before the date of the sale. The Grantors expressly waive, to the fullest extent permitted by applicable law, any right to receive notice of any public or private sale of any Collateral or other security for the Obligations except as expressly provided for in this paragraph. The Lender shall not be obligated to make any sale of the Collateral if it shall determine not to do so regardless of the fact that notice of sale of the Collateral may have been given. The Lender may, without notice or publication, except as required by applicable law, adjourn the sale from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice (except as required by applicable law), be made at the time and place to which the same was so adjourned.

(e) Private Sales. To the extent permitted by any Requirement of Law, with respect to any Collateral consisting of securities, partnership interests, membership interests, joint venture interests or the like, and whether or not any of such Collateral has been effectively registered under the Securities Act of 1933, as amended, or other applicable laws, the Lender may, in its sole and absolute discretion, upon the occurrence and during the continuance of an Event of Default, sell all or any part of such Collateral at private sale in such manner and under such circumstances as the Lender may deem necessary or advisable in order that the sale may be lawfully conducted in a commercially reasonable manner. Without limiting the foregoing, the Lender may (i) approach and negotiate with a limited number of potential purchasers, and (ii)

restrict the prospective bidders or purchasers to Persons who will represent and agree that they are purchasing such Collateral for their own account for investment and not with a view to the distribution or resale thereof. In the event that any such Collateral is sold at private sale, the Grantors agree to the extent permitted by applicable law that if such Collateral is sold for a price which is commercially reasonable, then (A) the Grantors shall not be entitled to a credit against the Obligations in an amount in excess of the purchase price, and (B) the Lender shall not incur any liability or responsibility to the Grantors in connection therewith, notwithstanding the possibility that a substantially higher price might have been realized at a public sale. The Grantors recognize that a ready market may not exist for such Collateral if it is not regularly traded on a recognized securities exchange, and that a sale by the Lender of any such Collateral for an amount less than a pro rata share of the fair market value of the issuer's assets minus liabilities may be commercially reasonable in view of the difficulties that may be encountered in attempting to sell a large amount of such Collateral or Collateral that is privately traded.

(f) Title of Purchasers. Upon consummation of any sale of Collateral in accordance the terms hereof, the Lender shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the Collateral so sold absolutely free from any claim or right upon the part of the Grantors or any other Person claiming through the Grantors, and the Grantors hereby waive (to the extent permitted by applicable law) all rights of redemption, stay and appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. If the sale of all or any part of the Collateral is made on credit or for future delivery, the Lender shall not be required to apply any portion of the sale price to the Obligations until such amount actually is received by the Lender, and any Collateral so sold may be retained by the Lender until the sale price is paid in full by the purchaser or purchasers thereof. The Lender shall not incur any liability in case any such purchaser or purchasers shall fail to pay for the Collateral so sold, and, in case of any such failure, the Collateral may be sold again.

(g) Disposition of Proceeds of Sale. The proceeds resulting from the collection, liquidation, sale or other disposition of the Collateral shall be applied as determined by the Lender.

(h) Certain Waivers. To the extent permitted by applicable law, the Grantors waive all claims, damages and demands against the Lender arising out of the repossession, retention or sale of the Collateral, or any part or parts thereof, except to the extent any such claims, damages and awards arise out of the gross negligence or willful misconduct of the Lender or such action was not taken in accordance with this Agreement.

(i) Remedies Cumulative. The rights and remedies provided under this Agreement are cumulative and may be exercised singly or concurrently, and are not exclusive of any other rights and remedies provided by law or equity.

(j) Deficiency. If the proceeds of sale, collection or other realization of or upon the Collateral pursuant to this Section 4.04 are insufficient to cover the costs and expenses of such realization and the payment in full of the Obligations, the Grantors shall remain liable for any deficiency.

Section 4.05. Lender Appointed Attorney-in-Fact. The Grantors hereby irrevocably appoint (until the payment in full of all Obligations and Guaranteed Obligations and the termination of this Agreement in accordance with its terms or the release of such Grantor from its obligations under Section 5.06 hereunder) the Lender as the Grantors' attorney-in-fact, effective upon the occurrence and during the continuance of an Event of Default, with full authority in the place and stead of each Grantor, and in the name of each Grantor, or otherwise, from time to time, in the Lender's sole and absolute discretion to do any of the following acts or things: (a) to do all acts and things and to execute all documents necessary or advisable to perfect and continue perfected the security interests created by this Agreement and to preserve, maintain and protect the Collateral; (b) to do any and every act which the Grantors are obligated to do under this Agreement; (c) to prepare, sign, file and record, in the Grantors' name, any financing statement covering the Collateral; (d) to endorse and transfer the Collateral upon foreclosure by the Lender; (e) to grant or issue an exclusive or nonexclusive license under the Copyrights, the Patents or the Marks set forth on Schedule B to anyone upon foreclosure by the Lender; (f) to assign, pledge, convey or otherwise transfer title in or dispose of the Copyrights, the Patents or the Marks set forth on Schedule B to anyone upon foreclosure by the Lender; and (g) to file any claims or take any action or institute any proceedings which the Lender may reasonably deem necessary or desirable for the protection or enforcement of any of the rights of the Lender with respect to any of the Copyrights, the Patents and the Marks set forth on Schedule B; provided, however, that the Lender shall be under no obligation whatsoever to take any of the foregoing actions, and the Lender shall not have any liability or responsibility for any act or omission taken with respect thereto.

ARTICLE V. MISCELLANEOUS

Section 5.01. Costs and Expenses. The Grantors agree to pay, or reimburse, to the Lender for all costs and expenses incurred in accordance with Section 16 of the Credit Agreement. The agreement in this Section shall survive the termination of this Agreement.

Section 5.02. Understandings With Respect to Waivers and Consents. The Grantors represent, warrant and agree that each of the waivers and consents set forth herein are made with full knowledge of their significance and consequences, with the understanding that events giving rise to any defense or right waived may diminish, destroy or otherwise adversely affect rights which the Grantors otherwise may have against the Lender or others, or against any Collateral. If any of the waivers or consents herein are determined to be unenforceable under applicable law, such waivers and consents shall be effective to the maximum extent permitted by law.

Section 5.03. Indemnity. The Grantors hereby indemnify the Lender from and against any and all claims, losses and liabilities resulting from this Agreement in accordance with Section 16 of the Credit Agreement.

Section 5.04. Amendments, Etc. No amendment or waiver of any provision of this Agreement nor consent to any departure by the Grantors herefrom (other than supplements to the Schedules hereto in accordance with the terms of this Agreement) shall in any event be effective unless the same shall be in writing and made in accordance with Section 12 of the Credit

Agreement, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. References to Schedules in this Agreement shall include all supplements to such Schedules delivered by the Grantors to the Lender in accordance with the terms of this Agreement.

Section 5.05. Notices. All notices and other communications provided for hereunder shall be given in the manner, and to the respective addresses, set forth in Section 14 of the Credit Agreement; provided that all notices and other communications to any Grantor (other than the Borrower) shall be made to such Grantor at the address set forth below such Grantor's signature page hereto or below such Grantor's signature page in any Joinder Agreement.

Section 5.06. Release of a Grantor.

(a) This Agreement and all obligations of the Grantors hereunder and all security interests granted hereby shall be released and terminated when all Guaranteed Obligations have been Paid in Full. Upon such release and termination, the Lender shall return any Pledged Collateral in its possession to the Grantors, or to the Person or Persons legally entitled thereto, and shall endorse, execute, deliver, record and file all instruments and documents, and do all other acts and things, reasonably requested by the Grantors for the return of the Collateral to the Grantors, or to the Person or Persons legally entitled thereto, and to evidence or document the release of the security interests of the Lender arising under this Agreement, all as reasonably requested by, and at the sole expense of, the Grantors.

(b) The Lender agrees that if an Asset Disposition permitted under the Credit Agreement occurs with respect to any Collateral, the Lender shall release such Collateral that is the subject of such Asset Disposition to the Grantors free and clear of the Lien under this Agreement; provided that, unless the Guaranteed Obligations have been Paid in Full, the Lender shall have no obligation to make such release until arrangements reasonably satisfactory to it have been made for delivery to it of any net proceeds of any Asset Disposition.

Section 5.07. Complete Agreement. This Agreement, together with all other Loan Documents to which each Grantor is party, supersedes any prior negotiations, discussions or communications among the Grantors and the Lender and constitutes the entire agreement between the Lender, on the one hand, and the Grantors on the other hand, with respect to the Obligations and the Guaranteed Obligations.

Section 5.08. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

Section 5.09. Consent to Jurisdiction. Each Grantor irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Lender in any way relating to this Agreement or any other Loan Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of New York sitting in the County and City of New York, and of the United States District Court for the Southern District of New York, and any appellate court from any thereof, and each of the parties hereto irrevocably and

unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Loan Document shall affect any right that the Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Loan Party or its properties in the courts of any jurisdiction. Each Grantor irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to herein. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 5.05 hereof. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable law.

Section 5.10. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 5.11. Acknowledgements. Each of the Grantors party hereto, hereby acknowledge that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents;

(b) the Lender does not have any fiduciary relationship to any Loan Party solely by virtue of any of the Loan Documents, and the relationship pursuant to the Loan Documents between the Lender on the one hand and the Loan Parties on the other hand, is solely that of creditor and debtor; and

(c) no joint venture exists among the Loan Parties and the Lender.

Section 5.12. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 5.13. Intercreditor Agreement. The terms of Section 22 of the Credit Agreement are hereby incorporated herein by reference, mutatis mutandis, with the same force and effect as if fully set forth herein, and the parties hereto agree to such terms.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Grantors have executed this Agreement by its duly authorized representative(s) as of the date first written above.

GRANTORS AND GUARANTORS:

**FRANKLIN FINANCIAL MANAGEMENT,
LLC**

By: Ty Battaglia
Name: Tony Battaglia
Its: President

CROWN BRANDS LLC

By: Ty Battaglia
Name: Tony Battaglia
Its: President

FOCUS FOODSERVICE, LLC

By: Ty Battaglia
Name: Tony Battaglia
Its: President

CO-RECT PRODUCTS, INC.

By: Ty Battaglia
Name: Tony Battaglia
Its: President

TOMLINSON INDUSTRIES, LLC

By: Ty Battaglia
Name: Tony Battaglia
Its: President

ONEIDA FOODSERVICE, LLC

By: Ty Battaglia
Name: Tony Battaglia
Its: President

ONEIDA, LLC

By: Tony Battaglia
Name: Tony Battaglia
Its: President

CLP FOODSERVICE, INC.

By: _____
Name: Mayank Singh
Its: President

JOHNSON-ROSE INC.

By: Tony Battaglia
Name: Tony Battaglia
Its: President

ONEIDA CANADA, LIMITED

By: Tony Battaglia
Name: Tony Battaglia
Its: President


Address for Notices:

c/o CLP Foodservice, Inc.
One Grand Central Place
60 East 42nd Street, Suite 1250
New York, New York 10165
Attention: Mayank Singh
Telecopier: (646) 430-8478
E-Mail: msingh@centrelanepartners.com

ONEIDA, LLC

By: _____
Name: Tony Battaglia
Its: President

CLP FOODSERVICE, INC.

By:  _____
Name: Mayank Singh
Its: President

JOHNSON-ROSE INC.

By: _____
Name: Tony Battaglia
Its: President

ONEIDA CANADA, LIMITED

By: _____
Name: Tony Battaglia
Its: President

Address for Notices:

c/o CLP Foodservice, Inc.
One Grand Central Place
60 East 42nd Street, Suite 1250
New York, New York 10165
Attention: Mayank Singh
Telecopier: (646) 430-8478
E-Mail: msingh@centrelanepartners.com

EAST WEST BANK,
as Lender

By: 
Name: David Ligon
Title: Managing Director

PLEDGED COLLATERAL

1. Pledged Securities

<u>Grantor</u>	<u>Issuer and Type of Organization</u>	<u># of Shares/Equity Interests Owned</u>	<u>Total Shares/Equity Interests Outstanding</u>	<u>% of Interest Pledged</u>	<u>Certificate No. (if any)</u>
Crown Brands LLC	Johnson-Rose Inc., an Ontario corporation	65 shares of common stock	100 shares of common stock	100%	C-1
Crown Brands LLC	Johnson-Rose Inc., an Ontario corporation	35 shares of common stock	100 shares of common stock	100%	C-2
Crown Brands LLC	Co-Rect Products, Inc., a Minnesota corporation	34 shares of Class A Common Stock	34 shares of Class A Common Stock	100%	13
Crown Brands LLC	Co-Rect Products, Inc., a Minnesota corporation	3,366 shares of Class B common stock	3,366 shares of Class B common stock	100%	14
Oneida, LLC	Oneida Canada, Limited, an Ontario corporation	5,000 preference shares	5,000	100%	P-1 ¹
Oneida, LLC	Oneida Canada, Limited, an Ontario corporation	5,240 common shares	5,240	100%	C-10

¹ Certificates P-1, C-10, and C-11 represent 100% of the outstanding equity interests of Oneida Canada, Limited.

Oneida, LLC	Oneida Canada, Limited, an Ontario corporation	2,821 common shares	2,821	100%	C-11
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2. Pledged Partnership Interests

None.

3. Pledged Limited Liability Company Interests

<u>Grantor</u>	<u>Issuer and Type of Organization</u>	<u># of Shares/Equity Interests Owned</u>	<u>Total Shares/Equity Interests Outstanding</u>	<u>% of Interest Pledged</u>	<u>Certificate No. (if any)</u>
CLP Foodservice, Inc.	Crown Brands LLC, a limited liability company	100 units of membership interest	100 units of membership interest	100%	2
Crown Brands LLC	Franklin Financial Management, LLC, a limited liability company	2,500 units of membership interests	2,500 units of membership interests	100%	2
Crown Brands LLC	Focus Foodservice, LLC, an Illinois limited liability company	100 units of membership interest	100 units of membership interest	100%	1

Crown Brands LLC	Tomlinson Industries, LLC, a Delaware limited liability company	100	100	100%	N/A
CLP Foodservice, Inc.	Oneida Foodservice, LLC, a Delaware limited liability company	100	100	100%	N/A
Oneida Foodservice, LLC	Oneida, LLC, a Delaware limited liability company	100	100	100%	N/A

COPYRIGHTS, PATENTS AND MARKS

COPYRIGHTS

<u>Grantor</u>	<u>Copyright</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Tomlinson Industries, LLC	Cup-trip faucets & 9 other titles / Author: Tomlinson Industries, Inc.	V1654P453	1978
Tomlinson Industries, LLC	Tomlinson service helps. By Tomlinson No-Drip Faucet Company, a division of Tomlinson Industries, Inc.	RE0000295793	1986
Oneida, LLC	Delco Tableware International, Inc.: Delco stainless steel flatware and holloware: catalog	TX0004361861	August 27, 1996
Oneida, LLC	Delco Tableware International, Inc.: Delco stainless steel flatware and holloware: catalog	TX0004660874	November 24, 1997
Oneida, LLC	Delco Tableware International, Inc.: Delco stainless steel flatware and holloware: catalog	TX0005055348	February 11, 2000
Oneida, LLC	Delco Tableware International, Inc.: Delco stainless steel flatware and holloware: catalog	TX0004977832	April 21, 1999

<u>Grantor</u>	<u>Copyright</u>	Application No. or Registration No. (as applicable)	Application Filing Date or Registration Date (as applicable)
Oneida, LLC	Care and handling instructions	TX0005008663	June 24, 1999
Oneida, LLC	Arcadia	VA0000972384	March 19, 1999
Oneida, LLC	Rego chinaware designs	VAu000146864	November 23, 1988

PATENTS

<u>Grantor</u>	<u>Patent</u>	<u>Country</u>	Application No. or Registration No. (as applicable)	Application Filing Date or Registration Date (as applicable)
Franklin Financial Management, LLC	Combined Cooking Device	USA	D653,073S	January 31, 2012
Franklin Financial Management, LLC	Combined Cooking Container	USA	D658,425S	May 1, 2012
Franklin Financial Management, LLC	Combined Stock Pot Apparatus Configured to Support a Fitted Cooking Basket Above Cooking Liquid for Straining of Food	USA	D658,424S	May 1, 2012
Franklin Financial Management, LLC	Combined Handi-Grip Spoon Tong	USA	D664,815S	August 7, 2012
Franklin Financial Management, LLC	Combined Handi-Grip Spoon	USA	D664,816S	August 7, 2012
Franklin Financial Management, LLC	Cooking Container With Strainer-Basket	USA	12/932,357	February 25, 2011
Franklin Financial Management, LLC	Stock Pot with Fitted Strainer-Basket	USA	12/373,639	November 22, 2011

Franklin Financial Management, LLC	Combined Handi-Hold Serving Spoon	USA	13/200,956	October 5, 2011
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The following US patents were assigned to Co-Rect Products Inc. by Michael B. Pierce pursuant to the U.S. Patent Assignment dated August 31, 2015:

Patent/Application No.	Title	Issue/Filing Date
D468,205	Pourer Device	January 7, 2003
D484,801	Pourer Device	January 6, 2004
D522,317	Four Compartment Condiment Holder	June 6, 2006
D523,288	Six Compartment Condiment Holder	June 20, 2006
D609,056	Deep Dish Condiment Tray	February 2, 2010

The following patent was issued to Co-Rect Products, Inc.:

Patent/Application No.	Title	Issue/Filing Date
D705,610	Roll Top Condiment Tray	May 27, 2014

The following US patents were assigned to Tomlinson Industries, LLC by The Meyer Company pursuant to the Intellectual Property Assignment Agreement dated October 3, 2018:

Grantor	Patent	Country	Application No. or Registration No. (as applicable)	Application Filing Date or Registration Date (as applicable)
Tomlinson Industries, LLC	Faucet With Shearing Valve Element	USA	9,862,591	01/09/2018
Tomlinson Industries, LLC	Single Handle, Dual-Flow Faucet	USA	9,517,924	12/13/2016
Tomlinson Industries, LLC	Faucet With Locking Safety Handle	USA	9,217,513	12/22/2015

Tomlinson Industries, LLC	Adjustable Dispenser For Cups And Other Cup-Shaped Articles	USA	9,198,526	12/01/2015
Tomlinson Industries, LLC	Faucet Valve With Safety Handle	USA	9,061,876	06/23/2015
Tomlinson Industries, LLC	Adjustable Dispenser For Cups And Other Cup-Shaped Articles	USA	8,763,854	07/01/2014
Tomlinson Industries, LLC	Faucet With Lock Safety Handle	USA	8,418,992	04/16/2013
Tomlinson Industries, LLC	Faucet Valve With Safety Handle	USA	8,418,991	04/16/2013
Tomlinson Industries, LLC	Modular Air Gap Device And Faucet Including Same	USA	7,357,147	04/15/2008
Tomlinson Industries, LLC	Dispenser For Cup-Shaped Articles With Improved Clamp-Ring Securement Feature	USA	7,325,701	02/05/2008
Tomlinson Industries, LLC	Sight Gauge Shield And Method	USA	7,258,006	08/21/2007
Tomlinson Industries, LLC	Method Of Manufacturing Blow-Molded Cup Dispenser	USA	7,055,234	06/06/2006
Tomlinson Industries, LLC	Modular Air Gap Device And Faucet Including Same	USA	7,011,106	03/14/2006
Tomlinson Industries, LLC	Self-Closing Faucet With Shearing Action	USA	6,908,071	06/21/2005

Tomlinson Industries, LLC	Blow-Molded Cup Dispenser And Method Of Manufacturing Same	USA	6,772,908	08/10/2004
Tomlinson Industries, LLC	Bag-In-Box Container And Faucet	USA	6,644,510	11/11/2003
Tomlinson Industries, LLC	Insulated Faucet For Dispensing Hot Liquids	USA	5,944,225	08/31/1999
Tomlinson Industries, LLC	Faucet Handle	USA	D686,704	07/23/2013
Tomlinson Industries, LLC	Faucet Handle	USA	D686,302	07/16/2013
Tomlinson Industries, LLC	Faucet Handle	USA	D632,368	02/08/2011
Tomlinson Industries, LLC	Faucet Handle (Upper)	USA	D508,109	08/02/2005
Tomlinson Industries, LLC	Faucet Handle	USA	D506,529	06/21/2005
Tomlinson Industries, LLC	Liquid Dispensing Faucet With Pull-To-Open Valve Element	USA	15/449,829	3/3/2017
Tomlinson Industries, LLC	Push-Button Faucet	USA	6,648,186	11/18/2003
Tomlinson Industries, LLC	Springless Seat Cup	USA	6,454,243	9/24/2002
Tomlinson Industries, LLC	Shield for a Sight Gauge	USA	6,282,952	9/4/2001
Tomlinson Industries, LLC	Cup Dispenser	USA	5,941,415	8/24/1999
Tomlinson Industries, LLC	Device for Storage and Dispensing of Articles	USA	5,845,791	12/8/1998
Tomlinson Industries, LLC	Faucet Valve with Safety Handle	USA	5,449,144	9/12/1995
Tomlinson Industries, LLC	Vented Valve	USA	7,513,395	4/7/2009

Tomlinson Industries, LLC	Dispenser for Cup-Shaped Articles and Adjustable Retainer for Same	USA	6,966,454	11/22/2005
Tomlinson Industries, LLC	Dispenser Valve with Push to Open Spout	USA	6,953,070	10/11/2005
Tomlinson Industries, LLC	Liquid-Dispensing Faucet Including Mounting Fitting with Valve Seat	USA	6,868,994	3/22/2005
Tomlinson Industries, LLC	Half Tube Seal Coupling for Beverage System	USA	6,779,556	8/24/2004

The following are patents used by Oneida, LLC:

<u>Grantor</u>	<u>Patent</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Oneida, LLC	Room Service Plate/Bowl pairs for Roomservice System (Foodservice only)	United States of America	15/475600	Mar 31, 2017
Oneida, LLC	The Ornamental Design of a Plate	United States of America	D792163	Jul 18, 2017
Oneida, LLC	The ornamental design for a bowl	United States of America	D788539	Jun 6, 2017
Oneida, LLC	The ornamental design for a tray	United States of America	D774830	Dec 27, 2016
Oneida, LLC	The ornamental design for a tray	United States of America	D774831	Dec 27, 2016
Oneida, LLC	Ornamental design for flatware	United States of America	D758796	Jun 14, 2016
Oneida, LLC	The ornamental design for a spoon	United States of America	D605904	Dec 15, 2009
Oneida, LLC	The ornamental design for a spoon	United States of America	D594714	Jun 23, 2009
Oneida, LLC	No results (Foodservice System)	WIPO	PCT/US17/25314	Mar 31, 2017

Oneida, LLC	Ornamental design for flatware	WIPO	DM/094 481	Sep 1, 2016
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International Patents and Patent Applications for Tomlinson Industries, LLC ²			
Patent No. / App. No.	Title	Jurisdictions	Issue Date
CA2673874	FAUCET VALVE WITH SAFETY HANDLE	Canada	04/21/2015
CA2493759	MODULAR AIR GAP DEVICE AND FAUCET INCLUDING SAME	Canada	12/18/2012
CA2336438	BLOW-MOLDED CUP DISPENSER AND METHOD OF MANUFACTURING SAME	Canada	12/15/2009
MX314559	FAUCET VALVE WITH SAFETY HANDLE	Mexico	10/24/2013

MARKS

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	Application No. or Registration No. <u>(as applicable)</u>	Application Filing Date or Registration Date <u>(as applicable)</u>
Franklin Financial Management, LLC	Update International	United States of America	3600708	April 7, 2009
Franklin Financial Management, LLC	Update International	United States of America	3600707	April 7, 2009
Franklin Financial Management, LLC	SS Super Steel	United States of America	2599371	September 30, 2011
Franklin Financial Management, LLC	Val-U Air	United States of America	2598987	September 1, 2011
Franklin Financial Management, LLC	Sup-R-Serv	United States of America	2618755	September 14, 2011

² Grantor has not conducted diligence on foreign intellectual property and as such makes no representations regarding the ownership of the listed international patents and patent applications. The foreign intellectual property is not material to the operations of the business.

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Franklin Financial Management, LLC	Sup-R-Air	United States of America	2598986	September 9, 2011
Johnson-Rose Inc.	JR	United States of America	2612034	August 27, 2002
Johnson-Rose Inc.	JR & Design	Canada	TMA862158	October 7, 2013
Johnson-Rose Inc.	JOHNSON-ROSE INC.	Canada	TMA857728	August 14, 2013
Johnson-Rose Inc.	JR & Design	Canada	TMA164305	August 1, 1969
Tomlinson Industries, LLC	Tomlinson	United States of America	0,760,224	November 19, 1963
Tomlinson Industries, LLC	Frontier Kettle	United States of America	1,053,232	November 23, 1976
Tomlinson Industries, LLC	Wishbone Handle Design	United States of America	1,261,623	December 20, 1983
Tomlinson Industries, LLC	Modular	United States of America	1,299,564	October 9, 1984
Tomlinson Industries, LLC	Tomlinson	United States of America	1,334,177	November 10, 1992
Tomlinson Industries, LLC	No-Drip	United States of America	1,392,938	May 13, 1986
Tomlinson Industries, LLC	Tomlinson	United States of America	1,731,164	November 10, 1992
Tomlinson Industries, LLC	Simpli-Flex	United States of America	1,792,653	September 14, 1993

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Tomlinson Industries, LLC	Chef's Edge (Logo)	United States of America	1,851,510	August 30, 1994
Tomlinson Industries, LLC	Touch Guard	United States of America	2,031,044	January 14, 1997
Tomlinson Industries, LLC	Miscellaneous Design	United States of America	2,058,539	May 6, 1997
Tomlinson Industries, LLC	Chef's Edge ³	United States of America	2,205,488	November 24, 1998
Tomlinson Industries, LLC	Ripple Twist Mills	United States of America	2,205,501	November 24, 1998
Tomlinson Industries, LLC	Bar-Mate	United States of America	2,225,606	February 23, 1999
Tomlinson Industries, LLC	C-Kure	United States of America	2,394,024	October 10, 2000
Tomlinson Industries, LLC	Glenray	United States of America	2,396,023	October 17, 2000
Tomlinson Industries, LLC	C-Kure	United States of America	2,480,531	August 21, 2001
Tomlinson Industries, LLC	C-Kure	United States of America	2,887,485	September 21, 2004
Tomlinson Industries, LLC	Configuration Of A Faucet Body	United States of America	3,025,494	December 13, 2005
Tomlinson Industries, LLC	Configuration Of A Faucet Handle And Body	United States of America	3,025,495	December 13, 2005
Tomlinson Industries, LLC	Dispensing Faucet Configuration	United States of America	4,483,507	February 18, 2014

³ Mass Mutual has a lien on the trademark Chef's Edge that is from 1996 and will not be able to formally release the lien given how old it is.



<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Tomlinson Industries, LLC	Tomlinson	United States of America	4,798,751	August 25, 2015
Tomlinson Industries, LLC	Biaggia	United States of America	87911439	May 8, 2018
Tomlinson Industries, LLC	Glenray	United States of America	87911387	May 8, 2018
Tomlinson Industries, LLC	Fusion	United States of America	87905624	May 3, 2018
Oneida, LLC	LANCASTER GARDEN	United States of America	87/388,355	May 22, 2018
Oneida, LLC	KNIT	United States of America	87/388,345	May 22, 2018
Oneida, LLC	TRAPEZE	United States of America	87/289,721	Mar 27, 2018
Oneida, LLC	TENOR	United States of America	87/289,726	Mar 27, 2018
Oneida, LLC	SANT'ANDREA	United States of America	85/422,102	May 1, 2012
Oneida, LLC	BELMORE	United States of America	75/104,899	Oct 14, 1997
Oneida, LLC	BLUE RIDGE	United States of America	73/233,363	Dec 8, 1981
Oneida, LLC	CARESSA	United States of America	87/460,127	Oct 17, 2017
Oneida, LLC	CATO	United States of America	87/289,558	Aug 29, 2017
Oneida, LLC	CHORD	United States of America	87/460,130	Oct 17, 2017
Oneida, LLC	CIRCA	United States of America	87/289,625	Aug 1, 2017
Oneida, LLC	CROMWELL	United States of America	87/289,622	Feb 27, 2018
Oneida, LLC	DELCO	United States of America	76/229,980	Sep 10, 2002

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Oneida, LLC	DELCO	United States of America	76/229,981	Sep 10, 2002
Oneida, LLC	Delco	United States of America	76/229,979	Sep 17, 2002
Oneida, LLC	DUNES	United States of America	73/233,482	Nov 10, 1981
Oneida, LLC	ETAGE	United States of America	75/463,980	Aug 3, 1999
Oneida, LLC	ETON	United States of America	71/523,988	Jul 12, 1949
Oneida, LLC	JAZZ	United States of America	86/897,972	Oct 31, 2017
Oneida, LLC	LEXINGTON	United States of America	75/104,897	Sep 9, 1997
Oneida, LLC	MONTAGUE	United States of America	87/289,532	Feb 13, 2018
Oneida, LLC	MOOD	United States of America	87/289,613	Aug 22, 2017
Oneida, LLC	NEXUS	United States of America	87/275,170	May 22, 2018
Oneida, LLC	NOBLESSE	United States of America	71/306,832	Feb 24, 1931
Oneida, LLC	OTHELLO	United States of America	87/289,537	Aug 29, 2017
Oneida, LLC	QUEENSBURY	United States of America	87/289,619	Jul 25, 2017
Oneida, LLC	REGO	United States of America	73/170,444	Aug 19, 1980
Oneida, LLC	REGO & Design	United States of America	73/170,443	Nov 11, 1980
Oneida, LLC	ROYALE	United States of America	87/289,634	Aug 1, 2017
Oneida, LLC	SAHARA	United States of America	87/460,132	Oct 17, 2017
Oneida, LLC	SANT'ANDREA & Design	United States of America	76/294,243	Nov 19, 2002

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Oneida, LLC	SANT'ANDREA & Design	United States of America	76/294,244	Dec 31, 2002
Oneida, LLC	SANT'ANDREA & Design	United States of America	76/294,245	Jan 7, 2003
Oneida, LLC	SENECA	United States of America	71/524,008	Jul 6, 1948
Oneida, LLC	SURREY	United States of America	87/289,565	Jan 23, 2018
Oneida, LLC	THOR	United States of America	72/268,215	Aug 5, 1969
Oneida, LLC	UNITY	United States of America	75/336,504	Oct 13, 1998
Oneida, LLC	ONEIDA GLOBAL FOODSERVICE	United States of America	77/824,889	Dec 13, 2011
Oneida, LLC	FRANCIA	United States of America	87/826,232	Mar 8, 2018
Oneida, LLC	PENSATO	United States of America	87/826,270	Mar 8, 2018
Oneida, LLC	ANELLI	United States of America	87/860,118	Apr 2, 2018
Oneida, LLC	RADIO SO	United States of America	87/860,126	Apr 2, 2018
Oneida, LLC	SANT'ANDREA ADAGIO	United States of America	87/769,839	Jan 25, 2018
Oneida, LLC	SANT'ANDREA AMORE	United States of America	87/769,841	Jan 25, 2018
Oneida, LLC	SANT'ANDREA BRIO	United States of America	87/769,836	Jan 25, 2018
Oneida, LLC	SANT'ANDREA FURIOSO	United States of America	87/769,835	Jan 25, 2018
Oneida, LLC	SANT'ANDREA PENSATO	United States of America	87/769,831	Jan 25, 2018
Oneida, LLC	ESPREE	United States of America	87/950,979	Jun 6, 2018
Oneida, LLC	BRAHMIN	United States of America	88/103,732	Sep 4, 2018

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Oneida, LLC	SANT'ANDREA	United States of America	75/287,678	Sep 19, 2000
Oneida, LLC	SANT'ANDREA	United States of America	76/080,756	Jun 17, 2001
Oneida, LLC	BOTTICELLI	United States of America	85/135,646	Mar 1, 2011
Oneida, LLC	BOTTICELLI UNO	United States of America	87/342,440	N/A
Co-Rect Products, Inc.		United States of America	980820	Mar. 26, 1974

The following US trademarks are licensed for use by Crown Brands, LLC pursuant to the Trademark License Agreement dated September 16, 2016 with Francis I Acquisition Corp., a subsidiary of Lifetime Brands Inc.

Title	Country	Filing Date/Issued Date	Application/Registration No.
SWING-A-WAY	United States of America	August 8, 2006	3126623
	United States of America	May 1, 2007	3236009
RUB-A-WAY	United States of America	November 1, 2005	3011216
ADVANCED PERFORMANCE	United States of America	May 17, 2005	2953147
OJEX	United States of America	May 1, 2001	2448401
	United States of America	August 5, 2003	2745904
ORANGEX	United States of America	July 3, 2001	2465948
STILAX	United States of America	January 20, 1998	2130599

PROFESSIONAL PERFORMANCE	United States of America	June 13, 1995	1899459
HOUSEWORKS	United States of America	December 30, 1986	1422895

International Trademark Registrations and Registrations Applications for Tomlinson Industries, LLC ⁴			
Reg. Number	Application Number	Word or Design Mark	Jurisdiction
A282,589	A282,589	TOMLINSON	Australia
A282,590	A282,590	TOMLINSON	Australia
51,152	541,115	TOMLINSON	Benelux
51,153	541,116	TOMLINSON NO-DRIP	Benelux
396661	664581	CONFIGURATION OF A HANDLE (WISHBONE HANDLE)	Benelux
507910	72774	MODULAR	Benelux
818215348	818215348	NO-DRIP	Brazil
222457	379,918	TOMLINSON	Canada
314487	534267	FRONTIER KETTLE	Canada
336,540	UNKNOWN	MODULAR	Canada
422,931	696,854	TOMLINSON	Canada
1197553	970063875	TOMLINSON	China P.R.
1219576	970063874	TOMLINSON	China P.R.
1228368	970063877	TOMLINSON	China P.R.
1231613	970091583	TOMLINSON	China P.R.
1246376	970063876	TOMLINSON	China P.R.
160580	349064	TOMLINSON	Colombia
160871	349063	TOMLINSON	Colombia
160872	349065	TOMLINSON	Colombia
161336	349,066	TOMLINSON	Colombia
1301467	UNKNOWN	TOMLINSON	France
1472096	UNKNOWN	NO-DRIP	France
1,695,561	310,280	MODULAR	France
1695562	310281	TOMLINSON & DESIGN	France
938832	938832	TOMLINSON	Germany
1126134	UNKNOWN	CONFIGURATION OF A HANDLE (WISHBONE HANDLE)	Germany
1043022	1043022	TOMLINSON	Great Britain
1232679	1232679	TOMLINSON	Great Britain
107261	107261	TOMLINSON	Greece
199812834AA	12855 OF 1997	TOMLINSON	Hong Kong

⁴ Grantor has not conducted diligence on foreign intellectual property and as such makes no representations regarding the ownership of the listed international patents and patent applications. The foreign intellectual property is not material to the operations of the business.

International Trademark Registrations and Registrations Applications for Tomlinson Industries, LLC ⁴			
Reg. Number	Application Number	Word or Design Mark	Jurisdiction
000026128	D99.20344	TOMLINSON	Indonesia
152223	N/A	TOMLINSON	Ireland
1300443	302008901655137	NO-DRIP	Italy
1300444	RM2008C005130	TOMLINSON	Italy
1562040	MIC8434281	CONFIGURATION OF A HANDLE (WISHBONE HANDLE)	Italy
1278603	UNKNOWN	TOMLINSON	Japan
2070969	UNKNOWN	TOMLINSON	Japan
4572907	10-071783	TOMLINSON	Japan
9797	576202	NO-DRIP	Peru
11409	486858	TOMLINSON	Peru
96315	481470	TOMLINSON	Peru
96316	481464	TOMLINSON	Peru
96317	481465	TOMLINSON	Peru
100525	581637	NO-DRIP	Peru
77301	Z-104928	TOMLINSON	Poland
194940	194940	CONFIGURATION OF A HANDLE (WISHBONE HANDLE)	Sweden
769763	(85)11020	TOMLINSON	Taiwan
779986	(85)11022	NO-DRIP	Taiwan
836068	(85)11021	TOMLINSON	Taiwan
836069	(85)11023	NO-DRIP	Taiwan

International Trademarks for Oneida, LLC				
<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Oneida, LLC	REGO	Brazil	819877751	Apr 8, 1997
Oneida, LLC	REGO	Canada	TMA263393	Dec 1, 1980
Oneida, LLC	REGO & Design	Canada	TMA263638	Dec 1, 1980
Oneida, LLC	CHATEAU	Canada	TMA505816	Oct 30, 1997
Oneida, LLC	JAZZ	Canada	1,769,699	Feb 26, 2016
Oneida, LLC	FRANCIA (Standard Characters)	Canada	1,918,575	Sep 6, 2018

International Trademarks for Oneida, LLC				
<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Oneida, LLC	PENSATO (Standard Characters)	Canada	1,918,570	Sep 6, 2018
Oneida, LLC	ANELLI	Canada	N/A	N/A
Oneida, LLC	RADIOSO	Canada	N/A	N/A
Oneida, LLC	ESPREE	Canada	N/A	N/A
Oneida, LLC	BRAHMIN	Canada	N/A	N/A
Oneida, LLC	JAZZ	China	22493720	Jan 4, 2017
Oneida, LLC	JAZZ	Mexico	1650318	Feb 2, 2016
Oneida, LLC	FRANCIA (Standard Characters)	Mexico	2097307	Sep 7, 2018
Oneida, LLC	PENSATO (Standard Characters)	Mexico	2097317	Sep 7, 2018
Oneida, LLC	FRANCIA (Standard Characters)	Mexico	2097313	Sep 7, 2018
Oneida, LLC	PENSATO (Standard Characters)	Mexico	2097320	Sep 7, 2018
Oneida, LLC	ANELLI	Mexico	N/A	N/A
Oneida, LLC	RADIOSO	Mexico	N/A	N/A
Oneida, LLC	ESPREE	Mexico	N/A	N/A
Oneida, LLC	BRAHMIN	Mexico	N/A	N/A
Oneida, LLC	TECHTONIC	United Kingdom	UK00002215173	Nov 29, 1999
Oneida, LLC	SANT'ANDREA	Argentina	2939552	Aug 23, 2010
Oneida, LLC	SANT'ANDREA	Australia	512320	Jul 11, 1991
Oneida, LLC	BOTTICELLI	Australia	1881112 (IR No. 1370713)	May 16, 2018

International Trademarks for Oneida, LLC

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Oneida, LLC	BOTTICELLI UNO	Australia	1,370,729	May 16, 2018
Oneida, LLC	SANT'ANDRE A	Canada	TMA373664	Sep 21, 1990
Oneida, LLC	BOTTICELLI UNO	Canada	1,864,727	Oct 26, 2017
Oneida, LLC	BOTTICELLI	Canada	1,864,726	Oct 26, 2017
Oneida, LLC	SANT'ANDRE A ADAGIO (STANDARD CHARACTER)	Canada	1,911,261	Jul 24, 2018
Oneida, LLC	SANT'ANDRE A AMORE (STANDARD CHARACTER)	Canada	1,911,262	Jul 24, 2018
Oneida, LLC	SANT' ANDREA BRIO (Standard Character)	Canada	1,911,265	Jul 24, 2018
Oneida, LLC	SANT' ANDREA FURIOSO (Standard Character)	Canada	1,911,269	Jul 24, 2018
Oneida, LLC	SANT' ANDREA PENSATO	Canada	1,911,271	Jul 24, 2018
Oneida, LLC	SANT'ANDRE A	China	529545	Sep 20, 1990
Oneida, LLC	SANT'ANDRE A	China	530373	Sep 30, 1990
Oneida, LLC	BOTTICELLI	China	A0069793	Sep 8, 2017
Oneida, LLC	BOTTICELLI UNO	China	A0069794	Sep 8, 2017
Oneida, LLC	BOTTICELLI UNO	European Union	1370729	Oct 23, 2017
Oneida, LLC	BOTTICELLI	European Union	A0069793	Sep 8, 2017
Oneida, LLC	SANT'ANDRE A	France	1535188	Jun 2, 1989
Oneida, LLC	SANT'ANDRE A	Germany	1157006	Apr 4, 1990

International Trademarks for Oneida, LLC				
<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Oneida, LLC	SANT'ANDRE A (TM Registration - Merger)	Hong Kong	19903655AA	Nov 29, 1990
Oneida, LLC	SANT'ANDRE A (Design in IC 008)	Indonesia	IDM000132352	Aug 19, 1999
Oneida, LLC	SANT'ANDRE A (Design in IC 014)	Indonesia	IDM000131846	Jul 2, 1999
Oneida, LLC	SANT'ANDRE A (Design in IC 021)	Indonesia	IDM000131852	Jul 5, 1999
Oneida, LLC	BOTTICELLI	Indonesia	DID2017059909	Nov 13, 2017
Oneida, LLC	BOTTICELLI UNO	Indonesia	DID2017059910	Nov 13, 2017
Oneida, LLC	BOTTICELLI	International Bureau (WIPO)	1370713	Sep 8, 2017
Oneida, LLC	BOTTICELLI UNO	International Bureau (WIPO)	1370729	Sep 8, 2017
Oneida, LLC	SANT'ANDRE A (Design)	Italy	01361661	Dec 1, 2003
Oneida, LLC	SANT'ANDRE A	Italy	1251639	Mar 10, 2110
Oneida, LLC	SANT' ANDREA	Japan	2352837	Nov 29, 1991
Oneida, LLC	BOTTICELLI	Japan	A0069793	Sep 8, 2017
Oneida, LLC	BOTTICELLI UNO	Japan	A0069794	Sep 8, 2017
Oneida, LLC	SANT'ANDRE A	Mexico	370888	Dec 14, 1989
Oneida, LLC	BOTTICELLI	Mexico	A0069793	Sep 8, 2017
Oneida, LLC	BOTTICELLI UNO	Mexico	A0069794	Sep 8, 2017
Oneida, LLC	SANT' ANDREA ADAGIO (Standard Character)	Mexico	2079211	Jul 24, 2018

International Trademarks for Oneida, LLC				
<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Oneida, LLC	SANT' ANDREA AMORE (Standard Character)	Mexico	2079212	Jul 24, 2018
Oneida, LLC	SANT' ANDREA BRIO (Standard Character)	Mexico	2079213	Jul 24, 2018
Oneida, LLC	SANT' ANDREA FURIOSO (Standard Character)	Mexico	2079214	Jul 24, 2018
Oneida, LLC	SANT' ANDREA PENSATO (Standard Character)	Mexico	2079215	Jul 24, 2018
Oneida, LLC	BOTTICELLI UNO	Panama	261066-01	Sep 18, 2017
Oneida, LLC	BOTTICELLI	Panama	261065-01	Sep 18, 2017
Oneida, LLC	SANT'ANDRE A (design)	Philippines	41998000330	May 13, 2002
Oneida, LLC	BOTTICELLI UNO	Philippines	1370729	Jan 29, 2018
Oneida, LLC	BOTTICELLI	Philippines	A0069793	Sep 8, 2017
Oneida, LLC	SANT'ANDRE A	Singapore	T8903542C	Aug 31, 1992
Oneida, LLC	SANT'ANDRE A	Singapore	T8903544Z	Mar 31, 1993
Oneida, LLC	BOTTICELLI UNO	Singapore	1370729	Aug 30, 2018
Oneida, LLC	BOTTICELLI	Singapore	A0069793	N/A
Oneida, LLC	SANT'ANDRE A	Spain	2888990	Mar 5, 1992
Oneida, LLC	SANT'ANDRE A	Taiwan R.O.C.	478353	Mar 16, 1990
Oneida, LLC	SANT'ANDRE A	Taiwan R.O.C.	00487732	Jun 16, 1990

International Trademarks for Oneida, LLC				
<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Oneida, LLC	SANT'ANDRE A	Taiwan R.O.C.	00483397	May 1, 1990
Oneida, LLC	BOTTICELLI	Taiwan R.O.C.	106066692	Oct 24, 2017
Oneida, LLC	BOTTICELLI UNO	Taiwan R.O.C.	106066691	Oct 24, 2017
Oneida, LLC	BOTTICELLI	Thailand	170132898	Sep 18, 2017
Oneida, LLC	BOTTICELLI UNO	Thailand	170132899	Sep 18, 2017
Oneida, LLC	SANT'ANDRE A	United Kingdom	UK00001386211	Apr 12, 1991
Oneida, LLC	BOTTICELLI UNO	United Kingdom	1370729	Jan 24, 2018
Oneida, LLC	BOTTICELLI	United Kingdom	A0069793	Sep 8, 2017

EXCLUSIVE LICENSES

1. Focus Foodservice, LLC is party to the Software Licensing Agreement, dated as of April 17, 2015 with TECSYS Inc.⁵
2. Distribution Agreement, dated December 29, 2010, between Oneida Ltd. and Common Sense Hospitality Products, LLC pursuant to which Oneida Ltd. has a license to use the following trademarks, Strata, Strata Serving System, Strata Buffet System by Oneida, Strata SizzleTop, Strata HotTop, Strata CarveTop, Strata LinkTop, Strata Stack/Store/Roll

DOMAIN NAMES

1. www.oneidahospitality.com
2. www.crown-brands.com

⁵ This is a software agreement.

SCHEDULE C

LOCATIONS OF INVENTORY AND/OR EQUIPMENT

1. 2555 E Olympic Boulevard, Los Angeles, CA 90023 (warehouse location where inventory of Franklin and Focus is held pursuant to warehousing agreement with Dependable Distribution Center)
2. 451 Trumpet Park Drive, Zion, IL 60099 (warehouse location where inventory of Focus is held by Focus Products Group)
3. 7105 Medicine Lake Road, Golden Valley, MN 55427 (location where Co-Rect maintains tangible personal property)
4. 92 Cheng Nan 2nd Street, Yung Kang City, Tainan Hsien, Taiwan (location where Tomlinson maintains tangible personal property)
5. 8725 31st Street, Somers, WI 53144 (lease of a warehouse used by Crown Brands LLC)
6. 9/F 100 Texaco Rd., Tsuen wan, New Territories, HK SAR (location of personal property for Oneida, LLC)
7. 8502 NW 80th Street, Suite 100, Medley, FL 33166 (Oneida, LLC uses a customs broker and warehouse provider at this location)
8. 88 Pine Street, 8th Floor, New York, NY 10005 (Customs broker used by Focus Foodservice, LLC)
9. 115 Martin Lane, Elk Grove Village, IL 60007 (Customs broker used by Focus Foodservice, LLC)
10. 4350 Renaissance Parkway, Suite B, Cleveland 44128 (Tomlinson Industries)
11. No. 182 Sec. C Chi Shan Road, Chu Shan Chen, Nantou Hsien, Taiwan (Pole-land)
12. No. 242 Bazi Bridge, Xinxin Village, Langxia Street, Yuyao City, Zhejiang, China (Boda Electrical Appliances Co.

SCHEDULE D

CHIEF EXECUTIVE OFFICE; TRADE NAMES OR OTHER FICTITIOUS NAMES;
LOCATION OF RECORDS

<u>Grantor</u>	<u>Chief Executive Office</u>	<u>Mailing Address</u>
CLP Foodservice, Inc.	300 Knightsbridge Parkway, Suite 400, Lincolnshire, Lake County, IL 60069	300 Knightsbridge Parkway, Suite 400, Lincolnshire, Lake County, IL 60069
Crown Brands LLC	300 Knightsbridge Parkway, Suite 400, Lincolnshire, Lake County, IL 60069	300 Knightsbridge Parkway, Suite 400, Lincolnshire, Lake County, IL 60069
Franklin Financial Management, LLC	300 Knightsbridge Parkway, Suite 400, Lincolnshire, Lake County, IL 60069	300 Knightsbridge Parkway, Suite 400, Lincolnshire, Lake County, IL 60069
Johnson-Rose Inc.	300 Knightsbridge Parkway, Suite 400, Lincolnshire, Lake County, IL 60069	300 Knightsbridge Parkway, Suite 400, Lincolnshire, Lake County, IL 60069
Focus Foodservice, LLC	300 Knightsbridge Parkway, Suite 400, Lincolnshire, Lake County, IL 60069	300 Knightsbridge Parkway, Suite 400, Lincolnshire, Lake County, IL 60069
Co-Rect Products, Inc.	300 Knightsbridge Parkway, Suite 400, Lincolnshire, Lake County, IL 60069	300 Knightsbridge Parkway, Suite 400, Lincolnshire, Lake County, IL 60069
Tomlinson Industries, LLC	300 Knightsbridge Parkway, Suite 400, Lincolnshire, Lake County, IL 60069	300 Knightsbridge Parkway, Suite 400, Lincolnshire, Lake County, IL 60069
Oneida Foodservice, LLC	300 Knightsbridge Parkway, Suite 400, Lincolnshire, Lake County, IL 60069	300 Knightsbridge Parkway, Suite 400, Lincolnshire, Lake County, IL 60069
Oneida, LLC	300 Knightsbridge Parkway, Suite 400, Lincolnshire, Lake County, IL 60069	300 Knightsbridge Parkway, Suite 400, Lincolnshire, Lake County, IL 60069
Oneida Canada, Limited	300 Knightsbridge Parkway, Suite 400, Lincolnshire, Lake County, IL 60069	300 Knightsbridge Parkway, Suite 400, Lincolnshire, Lake County, IL 60069

<u>Grantor</u>	<u>Trade/Assumed Name</u>
Franklin Financial Management, LLC	Update International (currently registered in Los Angeles County, California)
Franklin Financial Management, LLC	Franklin International (not currently registered)

<u>Grantor</u>	<u>Trade/Assumed Name</u>
Franklin Financial Management, LLC	Franklin Financial (not currently registered)
Franklin Financial Management, LLC	Franklin Financial Management, Inc.
Crown Brands LLC	Crown Brands
Focus Foodservice, LLC	Focus Foodservice
Co-Rect Products, Inc.	Co-Rect Products
CLP Foodservice Inc	Oneida Hospitality Group
Tomlinson Industries, LLC	Tomlinson

SCHEDULE E

DEPOSIT ACCOUNTS, CERTAIN INVESTMENT PROPERTY, LETTERS OF CREDIT,
PLEGGED DEBT, TANGIBLE AND ELECTRONIC CHATTEL PAPER AND
COMMERCIAL TORT CLAIMS

1. Deposit Accounts⁶

<u>Grantor</u>	<u>Depository Institution & Address</u>	<u>Account Number</u>	<u>Type of Account</u>
Johnson Rose Inc.	Wells Fargo Bank, N.A. Grand Cayman Branch	7775022515	Depository
Johnson Rose Inc.	Wells Fargo Bank, N.A. Grand Cayman Branch	7775022523	Disbursements (CDS)
Johnson Rose Inc.	Wells Fargo Bank, N.A. Grand Cayman Branch	4126016666	Disbursements (USD)
Crown Brands LLC	Wells Fargo Bank, N.A. 10 South Wacker Drive Chicago, IL 60606	4124896697	Depository
Crown Brands LLC	Wells Fargo Bank, N.A. 10 South Wacker Drive Chicago, IL 60606	4124896705	Operating
Crown Brands LLC	Wells Fargo Bank, N.A. 10 South Wacker Drive Chicago, IL 60606	4124896739	Disbursements
Crown Brands LLC	PNC Bank 1900 East 19th Street Cleveland, OH 44114	422 761 3897	Checking
Tomlinson Industries, LLC	Wells Fargo Bank, N.A. 10 South Wacker Drive Chicago, IL 60606	4653150243	Disbursements
Tomlinson Industries, LLC	Wells Fargo Bank, N.A. 10 South Wacker Drive Chicago, IL 60606	8018681950	Disbursements
Oneida, LLC	Wells Fargo 6400 Sheridan Drive, Suite 100, Williamsville, NY 14221	4122231186	Checking (Main)
Oneida, LLC	Wells Fargo 6400 Sheridan Drive, Suite 100, Williamsville, NY 14221	4122231145	Checking (Lockbox/ACH/Wire)
Oneida Canada, Limited	Bank of Montreal Bank of Montreal, 100 King Street West, Toronto, ON M5X 1A1	00021917520	Depository (Lockbox)
Oneida Canada, Limited	Bank of Montreal Bank of Montreal, 100 King Street West, Toronto, ON M5X 1A1	00021900024	Clearing (Payroll and Disbursements)

⁶ Funds will continue to be deposited into Oneida Group accounts and then forwarded to Grantors. No formal agreement in place, but the arrangement is referred to in Schedule B of the Transition Services Agreement.

2. Securities Accounts

Account No.

Name and Address of
Institution Holding Account

None.

3. Letters of Credit Issued for the Benefit of the Grantor

None.

4. Pledged Debt

None.

5. Tangible & Electronic Chattel Paper

None.

6. Commercial Tort Claims

None.

SCHEDULE F

STATE OF ORGANIZATION AND STATE ORGANIZATIONAL IDENTIFICATION NUMBER

<u>Grantor</u>	<u>Type of Organization</u>	<u>Jurisdiction of Organization/Formation</u>
CLP Foodservice, Inc.	Corporation	Delaware
Crown Brands LLC	Limited Liability Company	Illinois
Franklin Financial Management, LLC	Limited Liability Company	California
Johnson-Rose Inc.	Corporation	Ontario, Canada
Focus Foodservice, LLC	Limited liability company	Illinois
Co-Rect Products, Inc.	Corporation	Minnesota
Tomlinson Industries, LLC	Limited liability company	Delaware
Oneida Foodservice, LLC	Limited liability company	Delaware
Oneida, LLC	Limited liability company	Delaware
Oneida Canada, Limited	Corporation	Ontario, Canada

<u>Grantor</u>	<u>Organizational Identification Number</u>	<u>Federal Taxpayer Identification Number</u>
CLP Foodservice, Inc.	20187601847	32-0585308
Crown Brands LLC	04929357	471893275
Franklin Financial Management, LLC	201428310267	952789013
Johnson-Rose Inc.	1924192	10269 9915 RC0001
Focus Foodservice, LLC	04951492	47-2293542
Co-Rect Products, Inc.	M-198	41-0796858
Tomlinson Industries, LLC	7047616	83-1978789
Oneida Foodservice, LLC	20187601587	83-2604861
Oneida, LLC	4217805	15-0405700
Oneida Canada, Limited	000264575	10399 6278 RC 0001

SCHEDULE G

COLLATERAL COVERED BY CERTIFICATES OF TITLE

<u>Grantor</u>	<u>Serial/Identification Number</u>	<u>Description</u>
Tomlinson Industries, LLC	VIN # 1G1DM19W3VB507277	1997 GMC Ford Safari
Tomlinson Industries, LLC	VIN # 1FTSF31L33ED87927	2003 Ford F-350

[FORM OF] AGREEMENT TO BE BOUND BY
GUARANTEE AND SECURITY AGREEMENT

This Agreement to be Bound by Guarantee and Security Agreement (this "Agreement") is executed as of the ___ day of _____, ____, (the "Effective Date") by _____, a _____ (the "New Subsidiary").

RECITALS

A. Pursuant to that certain Credit Agreement (Main Street Priority Loan Facility) dated as of December 9, 2020, among FRANKLIN FINANCIAL MANAGEMENT, LLC, a California limited liability company ("Franklin"), CROWN BRANDS LLC, an Illinois limited liability company ("Crown"), FOCUS FOODSERVICE, LLC, an Illinois limited liability company ("Focus"), CO-RECT PRODUCTS, INC., a Minnesota corporation ("Co-Rect"), TOMLINSON INDUSTRIES, LLC, a Delaware limited liability company ("Tomlinson"), ONEIDA FOODSERVICE, LLC, a Delaware limited liability company ("Oneida Foodservice"), ONEIDA, LLC, a Delaware limited liability company ("Oneida LLC"; Oneida LLC, Franklin, Crown, Focus, Co-Rect, Tomlinson, Oneida Foodservice, each individually and collectively as the context may require, the "Borrower"), CLP FOODSERVICE, INC., a Delaware corporation ("Parent") and EAST WEST BANK (the "Lender") (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein without definition shall have the meanings assigned to them in the Credit Agreement or the Guarantee and Security Agreement, as applicable), the Lender has agreed to make certain loans and extend certain credit accommodations to the Borrower.

B. Each of the entities listed on the signature pages of the Guarantee and Security Agreement dated as of December 9, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Security Agreement") executed the Guarantee and Security Agreement, in favor of the Lender.

C. Section 9(i) of the Credit Agreement provides that when a Borrower acquires or forms a new Domestic Subsidiary, such Borrower will cause such wholly-owned Subsidiary to become a party to the Guarantee and Security Agreement.

D. New Subsidiary anticipates that it will benefit from the funds available to the Borrower under the Credit Agreement, and in recognition of this benefit and in order to comply with the Credit Agreement, New Subsidiary is willing to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, the New Subsidiary agrees as follows:

SECTION 1. Representations and Warranties. New Subsidiary hereby makes, as to itself, each of the representations and warranties contained in the Guarantee and Security Agreement on and as of the date of this Agreement (the "Effective Date") except to the extent that such representations and warranties expressly relate to an earlier date.

Exhibit A-1

SECTION 2. Agreement to be Bound. New Subsidiary agrees that, on and as of the Effective Date, it shall become a Guarantor and a Grantor under the Guarantee and Security Agreement, and shall be bound by all the provisions of the Guarantee and Security Agreement in the same manner as if New Subsidiary had executed the Guarantee and Security Agreement as of the date of such documents. Notwithstanding the foregoing, (i) references in the Guarantee and Security Agreement to information regarding any Guarantor or Grantor, as the case may be, being set forth on the signature page for such Guarantor or such Grantor, shall, in the case of New Subsidiary, refer to its signature page hereto and (ii) references to Schedules A-G in the Guarantee and Security Agreement shall refer, with respect to New Subsidiary, to Schedules A-G attached hereto.

SECTION 3. Waiver. Without limiting the generality of the waivers in the Guarantee and Security Agreement, New Subsidiary specifically agrees to be bound by the Guarantee and Security Agreement.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, New Subsidiary has caused this Agreement to be Bound by the Guarantee and Security Agreement to be executed by its duly authorized officer as of the date first written above.

_____, a _____

By: _____

Name: _____

Title: _____

Address for Notices:

Facsimile: (____) ____-____