

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carey International, Inc.		05/10/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Credit Partners L.P., as Second Lien Collateral Agent		
Street Address:	85 Broad Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	LIMITED PARTNERSHIP:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1107533	CAREY	
Registration Number:	1375117	CAREY	
Registration Number:	1498068	THE WALL ST. RAT RACE	
Registration Number:	2461355	CAREY UNIVERSITY	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	Rhonda DeLeon		
Signature:	/Rhonda DeLeon/		

OP \$115.00 1107533

Date:

06/10/2005

Total Attachments: 46

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EXECUTION COPY

SECOND LIEN PLEDGE AND SECURITY AGREEMENT

dated as of May 10, 2005

between

EACH OF THE GRANTORS PARTY HERETO

and

GOLDMAN SACHS CREDIT PARTNERS L.P.,

as Collateral Agent

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This **SECOND LIEN PLEDGE AND SECURITY AGREEMENT**, dated as of May 10, 2005 (this "**Agreement**"), between **EACH OF THE UNDERSIGNED**, whether as an original signatory hereto or as an Additional Grantor (as herein defined) (each, a "**Grantor**"), and **GOLDMAN SACHS CREDIT PARTNERS L.P.**, as collateral agent for the Secured Parties (as herein defined) (in such capacity as collateral agent, the "**Collateral Agent**").

RECITALS:

WHEREAS, reference is made to that certain Second Lien Credit and Guaranty Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among Carey International, Inc. ("**Company**"), Carey Holdings, Inc. ("**Holdings**"), the lenders party thereto from time to time (the "**Lenders**"), **GOLDMAN SACHS CREDIT PARTNERS L.P.**, as Sole Lead Arranger, Sole Bookrunner, Syndication Agent, Administrative Agent and Documentation Agent.

WHEREAS, subject to the terms and conditions of the Credit Agreement, certain Grantors may enter into one or more Hedge Agreements with one or more Lender Counterparties;

WHEREAS, in consideration of the extensions of credit and other accommodations of Lenders and Lender Counterparties as set forth in the Credit Agreement and the Hedge Agreements, respectively, each Grantor has agreed to secure such Grantor's obligations under the Credit Documents and the Hedge Agreements as set forth herein;

WHEREAS, concurrently herewith, the Company and the other Grantors are entering into the First Lien Credit Agreement with the agents and lenders party thereto;

WHEREAS, in order to secure the obligations under the First Lien Credit Agreement, the Grantors are concurrently granting to the Collateral Agent (as defined in the First Lien Credit Agreement), for the benefit of the holders of obligations under the Credit Documents (as defined in the First Lien Credit Agreement), a first priority security interest in the Collateral;

WHEREAS, in order to set forth their respective rights and remedies with respect to the Collateral, the Collateral Agent and the First Lien Collateral Agent are concurrently entering into the Intercreditor Agreement; and

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

SECTION 1. DEFINITIONS; GRANT OF SECURITY.

1.1 General Definitions. In this Agreement, the following terms shall have the following meanings:

"**Account Debtor**" shall mean each Person who is or in the future who may become obligated on or with respect to or on account of a Receivable or any Supporting Obligation related thereto.

"**Accounts**" shall mean all "accounts" as defined in Article 9 of the UCC.

"**Additional Grantors**" shall have the meaning assigned in Section 5.3.

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

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

“Cash Proceeds” shall have the meaning assigned in Section 7.8.

“Chattel Paper” shall mean all “chattel paper” as defined in Article 9 of the UCC, including, without limitation, “electronic chattel paper” or “tangible chattel paper”, as each term is defined in Article 9 of the UCC.

“Collateral” shall have the meaning assigned in Section 2.1.

“Collateral Account” shall mean any account established by the Collateral Agent for the benefit of the Secured Parties hereunder and identified as such by the Collateral Agent to the other parties hereto.

“Collateral Agent” shall have the meaning set forth in the preamble.

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

“Collateral Support” shall mean all property (real or personal) assigned, hypothecated or otherwise securing any Collateral and shall include any security agreement or other agreement granting a lien or security interest in such real or personal property.

“Commercial Tort Claims” shall mean all “commercial tort claims”, as defined in Article 9 of the UCC, listed on Schedule 4.8 (as such schedule may be amended or supplemented from time to time).

“Commodities Accounts” (i) shall mean all “commodity accounts” as defined in Article 9 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.4 under the heading “Commodities Accounts” (as such schedule may be amended or supplemented from time to time).

“Copyright Licenses” shall mean, with respect to any Grantor, all license agreements of such Grantor with any Person providing for the granting of any right in or to Copyrights (whether such Grantor is licensee or licensor thereunder), including, without limitation, each agreement referred to in Schedule 4.7(B) (as such schedule may be amended or supplemented from time to time), subject, in each case, to the terms of such license agreement.

“Copyrights” shall mean all United States and foreign copyrights, including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations therefore including, without limitation, the registrations referred to in Schedule 4.7(A) (as such schedule may be amended or supplemented from time to time), (ii) all extensions and renewals thereof, (iii) all rights corresponding thereto

throughout the world, (iv) all rights to sue for past, present and future infringements thereof, and (v) all Proceeds of the foregoing belonging to such Grantor, including, without limitation, licenses, royalties, income, payments, claims, damages, proceeds of suit, and any payments for past or future infringements thereof.

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

“Deposit Accounts” (i) shall mean all “deposit accounts” as defined in Article 9 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.4 under the heading “Deposit Accounts” (as such schedule may be amended or supplemented from time to time).

“Documents” shall mean all “documents” as defined in Article 9 of the UCC.

“Equipment” shall mean all “equipment” as defined in Article 9 of the UCC.

“Excluded Assets” shall have the meaning set forth in Section 2.2.

“General Intangibles” shall mean all “general intangibles” as defined in Article 9 of the UCC, including “payment intangibles” also as defined in Article 9 of the UCC.

“Goods” shall mean all “goods” as defined in Article 9 of the UCC.

“Grantors” shall have the meaning set forth in the preamble.

“Instruments” shall mean all “instruments” as defined in Article 9 of the UCC.

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

“Intellectual Property” shall mean, with respect to any Grantor, collectively, the Copyrights, Patents, Patent Licenses, Trademarks, Trademark Licenses, Trade Secrets and Trade Secret Licenses owned by such Grantor and the Copyright Licenses, Patent Licenses, Trademark Licenses and Trade Secret Licenses to which such Grantor is a party.

“Intellectual Property Rights,” shall mean, collectively, Copyrights, Patents, Trademarks and Trade Secrets.

“Inventory” shall mean all “inventory” as defined in Article 9 of the UCC.

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

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

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

“Letter of Credit Right” shall mean “letter-of-credit right” as defined in Article 9 of the UCC.

“Money” shall mean “money” as defined in the UCC.

“Other Pledged Interests” shall mean all (a) interests in (1) any limited liability company, (2) any general partnership, limited partnership, limited liability partnership or other partnership, (3) any Delaware business trust or other trust and (b) shares of Capital Stock; provided that “Other Pledged Interests” shall not include any Pledged Equity Interests or in excess of more than 65% of any series of outstanding limited liability company interests, partnership interests, trust interests or Capital Stock.

“Patent Licenses” shall mean, with respect to any Grantor, all license agreements of such Grantor with any Person providing for the granting of any right in or to Patents (whether such Grantor is licensee or licensor thereunder), including, without limitation, each agreement referred to in Schedule 4.7(B) (as such schedule may be amended or supplemented from time to time), subject, in each case, to the terms of such license agreement.

“Patents” shall mean all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to in Schedule 4.7(A) hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, belonging to such Grantor, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

“Pledge Supplement” shall mean any supplement to this agreement in substantially the form of Exhibit A.

“Pledged Debt” shall mean all Indebtedness owed to such Grantor, including, without limitation, all Indebtedness described on Schedule 4.4(A) under the heading “Pledged Debt” (as such schedule may be amended or supplemented from time to time), issued by the obligors named therein, the instruments evidencing such Indebtedness, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Indebtedness.

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

“Pledged LLC Interests” shall mean all interests in any limited liability company that is a Subsidiary of such Grantor including, without limitation, all limited liability company interests listed on Schedule 4.4(A) under the heading “Pledged LLC Interests” (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such limited liability company interests together with any other limited liability company interests required to be pledged by the relevant Pledgor pursuant to Section 5.10 of the Credit Agreement, as well as any other shares, certificates, options, warrants or rights in respect of such limited liability company interests that may be issued or granted to, or held by, any Pledgor while this Agreement is in effect; provided; that in no event shall more than 65% of any

series of the outstanding limited liability company interest in any Foreign Subsidiary be required to be pledged hereunder.

“Pledged Partnership Interests” shall mean all interests in any general partnership, limited partnership, limited liability partnership or other partnership that is a Subsidiary of such Grantor including, without limitation, all partnership interests listed on Schedule 4.4(A) under the heading “Pledged Partnership Interests” (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such partnership interests together with any other partnership interests required to be pledged by the relevant Pledgor pursuant to Section 5.10 of the Credit Agreement, as well as any other shares, certificates, options, warrants or rights in respect of such partnership interests that may be issued or granted to, or held by, any Pledgor while this Agreement is in effect; provided that in no event shall more than 65% of series of the outstanding partnership interest in any Foreign Subsidiary be required to be pledged hereunder.

“Pledged Stock” shall mean all shares of Capital Stock owned by such Grantor that is a Subsidiary of such Grantor, including, without limitation, all shares of Capital Stock described on Schedule 4.4(A) under the heading “Pledged Stock” (as such schedule may be amended or supplemented from time to time), and the certificates, if any, representing such shares together with any other shares of Capital Stock required to be pledged by the relevant Pledgor pursuant to Section 5.10 of the Credit Agreement, as well as any other shares, certificates, options, warrants or rights in respect of such Capital Stock that may be issued or granted to, or held by, any Pledgor while this Agreement is in effect; provided that in no event shall more than 65% of any series of the outstanding Capital Stock of any Foreign Subsidiary be required to be pledged hereunder.

“Pledged Trust Interests” shall mean all interests in a Delaware business trust or other trust that is a Subsidiary of such Grantor including, without limitation, all trust interests listed on Schedule 4.4(A) under the heading “Pledged Trust Interests” (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such trust interests together with any other trust interests required to be pledged by the relevant Pledgor pursuant to Section 5.10 of the Credit Agreement, as well as any other shares, certificates, options, warrants or rights in respect of such trust interests that may be issued or granted to, or held by, any Pledgor while this Agreement is in effect; provided that in no event shall more than 65% of any series of the outstanding trust interest in any Foreign Subsidiary be required to be pledged hereunder.

“Pledgor” shall mean Holdings (with respect to the Pledged Stock of the Company), the Company (with respect to the Pledged Equity Interests held by the Company) and any other Grantor (with respect to the Pledged Equity Interests held by such Grantor).

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

“Receivables” shall mean all rights held by the relevant Grantor to payment, whether or not earned by performance, for goods or other property sold, leased, licensed, assigned or otherwise disposed of, or services rendered or to be rendered, including, without limitation all such rights constituting or evidenced by any Account, Chattel Paper, Instrument, General Intangible or Investment Related Property.

“Record” shall have the meaning specified in Article 9 of the UCC.

“Secured Parties” shall mean the Agents, Lenders and the Lender Counterparties and shall include, without limitation, all former Agents, Lenders and Lender Counterparties to the extent that any Obligations are then due and owing to such Persons and were incurred while such Persons were Agents, Lenders or Lender Counterparties and such Obligations have not been paid or satisfied in full.

“Securities” shall mean any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as “securities” or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing.

“Securities Accounts” (i) shall mean all “securities accounts” as defined in Article 8 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.4(A) under the heading “Securities Accounts” (as such schedule may be amended or supplemented from time to time).

“Specified Assets” shall mean the following property and assets of each Grantor: (i) Patents, Patent Licenses, Trademarks and Trademark Licenses to the extent that (a) Liens thereon cannot be perfected by the filing of financing statements under the Uniform Commercial Code or by the filing and acceptance thereof in the United States Patent and Trademark Office or (b) such Patents, Patent Licenses, Trademarks and Trademark Licenses are not, individually or in the aggregate, material to the business of the Holdings, Company and its Subsidiaries taken as a whole; (ii) Copyrights and Copyright Licenses and Accounts or Receivables arising therefrom only to the extent that the Uniform Commercial Code as in effect from time to time in the relevant jurisdiction is not applicable to the creation or perfection of Liens thereon; (iii) Collateral for which the perfection of Liens thereon requires filings in or other actions under the laws of jurisdictions outside of the United States, any State, territory or dependency thereof or the District of Columbia; (iv) Contracts, Accounts or Receivables on which the United States of America or any department, agency or instrumentality thereof is the Obligor, and property or assets subject to any rights reserved in favor of the United States government as required under law; (v) Cash Proceeds of Accounts, Receivables or Inventory beyond the 20-day period provided for in Section 9-315(d) of the UCC until transferred to or deposited in the Collateral Account; (vi) Letter of Credit Rights to the extent not otherwise required to be subject to Collateral Agent’s “control” hereunder; (vii) Money; (viii) Insurance; (ix) Commercial Tort Claims not described on Schedule 4.8 hereto; and (x) mobile goods (including motor vehicles).

“Supporting Obligation” shall mean all “supporting obligations” as defined in Article 9 of the UCC.

“Tax Code” shall mean the United States Internal Revenue Code of 1986, as amended from time to time.

“Trademark Licenses” shall mean, with respect to any Grantor, all license agreements of such Grantor with any Person providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder), including, without

limitation, each agreement referred to in Schedule 4.7(B) (as such schedule may be amended or supplemented from time to time), subject, in each case, to the terms of such license agreement.

“Trademarks” shall mean with respect to any Grantor, all of such Grantor’s right, title and interest in and to all United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, trade dress, trade styles, logos and other indicia of origin or source, all registrations and applications for any of the foregoing (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), including, but not limited to: (i) the registrations and applications referred to in Schedule 4.7(A) (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing belonging to such Grantor, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

“Trade Secret Licenses” shall mean, with respect to any Grantor, all license agreements of such Grantor with any Person providing for the granting of any right in or to Trade Secrets (whether such Grantor is licensee or licensor thereunder), including, without limitation, each agreement referred to in Schedule 4.7(B) (as such schedule may be amended or supplemented from time to time), subject, in each case, to the terms of such license agreement.

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

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

“United States” shall mean the United States of America.

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

or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. Furthermore, when the performance of any covenant, duty or other obligation is stated to be required on a day which is not a Business Day, the date of such performance shall extend to the immediately succeeding Business Day. If any conflict or inconsistency exists between this Agreement and the Credit Agreement, the Credit Agreement shall govern. Notwithstanding the foregoing, the Liens and security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject in all respects to the provisions of the Intercreditor Agreement. All references herein to provisions of the UCC shall include all successor provisions under any subsequent version or amendment to any Article of the UCC.

SECTION 2. GRANT OF SECURITY.

2.1 Grant of Security. Subject to Section 2.3, each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all personal property of such Grantor including, but not limited to the following property of such Grantor, in each case whether now owned or existing or hereafter acquired or arising and wherever located (all of which being hereinafter collectively referred to as the "Collateral"):

- (a) Accounts;
- (b) Chattel Paper;
- (c) Documents;
- (d) General Intangibles;
- (e) Goods;
- (f) Instruments;
- (g) Insurance;
- (h) Intellectual Property;
- (i) Investment Related Property;
- (j) Letter of Credit Rights;
- (k) Money;
- (l) Receivables and Receivable Records;
- (m) Commercial Tort Claims, if any;
- (n) to the extent not otherwise included above, all Collateral Records, Collateral Support and Supporting Obligations relating to any of the foregoing; and
- (o) to the extent not otherwise included above, all Proceeds and products, of or in respect of any of the foregoing.

2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest or lien granted under Section 2.1 hereof attach to, and "Collateral" shall not include (a) any lease, license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), *provided however* that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such Lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above; (b) any of the outstanding Capital Stock or interest in Carey France SARL, Carey Europe Danmark ApS or Carey Europe Group, B.V., *provided* that to the extent the Foreign Subsidiary Restructuring does not occur with respect to any such Subsidiary within four months from the Closing Date, "Collateral" shall include, and the security interested granted by each Grantor shall attach to, 65% of the outstanding Capital Stock in any such Subsidiary automatically upon the expiration of the four month period; or (c) any of the outstanding Capital Stock of a Foreign Subsidiary in excess of 65% of the voting power of all classes of Capital Stock of such Foreign Subsidiary entitled to vote; (the property described in clauses (a) through (c), the "**Excluded Assets**"), provided that immediately upon the amendment of the Tax Code to allow the pledge of a greater percentage of the voting power of Capital Stock in a Foreign Subsidiary without adverse tax consequences, the Collateral shall include, and the security interest granted by each Grantor shall attach to, such greater percentage of Capital Stock of each Foreign Subsidiary. Furthermore, for avoidance of doubt and notwithstanding anything herein to the contrary, in no event shall the security interest or lien granted under Section 2.1 hereof attach to, and "Collateral" shall not include any commercial tort claims not listed on Schedule 4.8 on the date hereof unless and until such time that any hereafter arising commercial tort claims have come into existence and the applicable Grantor shall have delivered to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, with all Supplements to Schedules 4.8 thereto, identifying such new Commercial Tort Claims in accordance with Section 4.8(b) herein.

2.3 Subordination. Notwithstanding anything herein to the contrary, it is the understanding of the parties that the Liens granted pursuant to Section 2.1 herein shall, prior to the Discharge of First Lien Obligations (as defined in the Intercreditor Agreement), be subject and subordinate (pursuant to the terms and conditions of the Intercreditor Agreement) to the Liens granted to the First Lien Collateral Agent for the benefit of the holders of the First Lien Obligations to secure the First Lien Obligations pursuant to the Security Agreement (as defined in the First Lien Credit Agreement). Notwithstanding anything herein to the contrary, the Liens and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject in all instances to the provisions of the Intercreditor Agreement.

SECTION 3. SECURITY FOR OBLIGATIONS; GRANTORS REMAIN LIABLE.

3.1 Security for Obligations. With respect to any Grantor, this Agreement secures, and the Collateral is collateral security for, the prompt and complete payment and performance in full when due, whether at stated maturity, by mandatory prepayment, declaration, acceleration,

demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code (and any successor provision thereof)), of all Secured Obligations of such Grantor.

3.2 Continuing Liability Under Collateral. Notwithstanding anything herein to the contrary, (i) each Grantor shall remain liable for all obligations under the Collateral and nothing contained herein is intended or shall be a modification or alteration of any obligations or liabilities of any Grantor with respect to or arising out of such Collateral or a delegation of duties to the Collateral Agent or any Secured Party, (ii) each Grantor shall remain liable under each of the agreements included in the Collateral to perform all of the obligations undertaken by it thereunder all in accordance with and pursuant to the terms and provisions thereof and neither the Collateral Agent nor any Secured Party shall have any obligation or liability under any of such agreements by reason of or arising out of this Agreement or any other document related thereto nor shall the Collateral Agent nor any Secured Party have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement included in the Collateral, and (iii) the exercise by the Collateral Agent of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral.

SECTION 4. REPRESENTATIONS AND WARRANTIES AND COVENANTS.

4.1 Generally.

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date that the following statements are true and correct (it being understood and agreed that the representations and warranties made on the Closing Date are deemed to be made concurrently with the consummation of the Transactions contemplated hereby and the representations and warranties made on each Credit Date shall be true and correct in all material respects on and as of that Credit Date to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on and as of such earlier date):

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

(ii) it has indicated on Schedule 4.1(A) (as such schedule may be amended or supplemented from time to time): (w) the type of organization of such Grantor, (x) the jurisdiction of organization of such Grantor, (y) its organizational identification number and (z) the jurisdiction where the chief executive office or its sole place of business is (or the principal residence if such Grantor is a natural person), and for the one-year period preceding the date hereof has been, located.

(iii) the full legal name of such Grantor is as set forth on Schedule 4.1(A) and it has not done in the five (5) years prior to the date hereof, and does

not as of the date hereof do, business under any other name (including any trade-name or fictitious business name), except for those names set forth on Schedule 4.1(B) (as such schedule may be amended or supplemented from time to time);

(iv) except as provided on Schedule 4.1(C), as of the date hereof it has not changed its name, jurisdiction of organization, chief executive office or sole place of business (or principal residence if such Grantor is a natural person) or its legal structure in any way (e.g., by merger, consolidation, change in corporate form or otherwise) within the past five (5) years;

(v) it has not within the five (5) years preceding the date hereof become bound (whether as a result of merger or otherwise) as debtor under a security agreement entered into by another Person, which has not heretofore been terminated other than the agreements identified on Schedule 4.1(D) (as such schedule may be amended or supplemented from time to time) hereof;

(vi) with respect to each agreement identified on Schedule 4.1(D), it has indicated on Schedule 4.1 (A) and Schedule 4.1(B) the information required pursuant to Section 4.1(a)(ii), (iii) and (iv) with respect to the debtor under each such agreement;

(vii) (u) upon the filing of all UCC financing statements naming each Grantor as “debtor” and the Collateral Agent as “secured party” and describing the Collateral in the filing offices set forth opposite such Grantor’s name on Schedule 4.1(E) (as such schedule may be amended or supplemented from time to time) hereof, fixture filings and other filings delivered by each Grantor, (v) upon delivery to and continuing possession by the Collateral Agent of all Instruments, Chattel Paper and certificated Pledged Equity Interests and Pledged Debt and Documents in each case a security interest in which is perfected by possession, (w) upon delivery to and retention of control (as defined in Section 8-106 of the UCC) by the Collateral Agent of any Collateral or Pledged Equity Interests consisting of certificated securities (as defined in Section 8-102 of the UCC) either in bearer form or registered form, issued or endorsed, or accompanied by duly executed stock powers, in each case in the name of the Administrative Agent or in blank, (x) upon sufficient identification of Commercial Tort Claims, (y) upon execution of a control agreement establishing the Collateral Agent’s “control” (within the meaning of Section 8-106, 9-106 or 9-104 of the UCC, as applicable) with respect to any Investment Account or uncertificated securities, (z) upon consent of the issuer as contemplated under 9-107 of the UCC with respect to Letter of Credit Rights, (aa) to the extent not subject to Article 9 of the UCC, upon recordation of the security interests granted hereunder in Patents, Trademarks and Copyrights in the applicable intellectual property registries, including but not limited to the United States Patent and Trademark Office and the United States Copyright Office and upon the taking of any steps that may be required under the laws of any jurisdiction outside of the United States, the security interests granted to the Collateral Agent hereunder constitute valid and perfected first priority Liens (subject in the case of priority only to Permitted Liens and other than (i) with respect to goods only, buyers in the ordinary course of business and lessees in the ordinary course of business to the extent provided in Section 9-320(a) and 9-321 of the UCC as in effect from time to time in the relevant jurisdiction, (ii) with respect to general intangibles only, licensees in the ordinary course of business to the extent provided in Section 9-321 of the UCC as in effect from time to time in the relevant jurisdiction, (iii) goods included in Collateral received by any Person for “sale or return” within the

meaning of Section 2-326 of the Uniform Commercial Code of the applicable jurisdiction, to the extent of claims of creditors of such Person; and (iv) any other Person who is entitled to take free of the Lien pursuant to the UCC as in effect from time to time in the relevant jurisdiction and to the rights of the United States government (including any agency or department thereof) with respect to United States government Receivables) on all of the Collateral other than Specified Assets;

(viii) no authorization, approval, consent or other action by, and no notice to any other Person is required for the pledge or grant by any Grantor of the Liens purported to be created in favor of the Collateral Agent hereunder except for (a) filings and recordings with respect to the Collateral to be made, or otherwise delivered to Collateral Agent and to the agents under the First Lien Credit Agreement for filing and/or recordation, and (b) such as have been obtained and are in full force and effect;

(ix) Schedule 4.1(F) (as such schedule may be amended or supplemented from time to time) sets forth all actions and consents (other than the actions and consents required by or available under the UCC or any other applicable law) necessary, to the best of such Grantor's knowledge, for the exercise by the Collateral Agent of the voting or other rights provided for in this Agreement or the exercise of remedies in respect of the Collateral;

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

(xi) no authorization, approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body is required for the pledge or grant by any Grantor of the Liens purported to be created in favor of the Collateral Agent hereunder;

(xii) none of the Collateral constitutes, or is the Proceeds of, "farm products" (as defined in the UCC);

(xiii) it does not own any "as extracted collateral" (as defined in the UCC) or any timber to be cut;

(xiv) Such Grantor has been duly organized as an entity of the type as set forth opposite such Grantor's name on Schedule 4.1(A) solely under the laws of the jurisdiction as set forth opposite such Grantor's name on Schedule 4.1(A) and remains duly existing as such. Such Grantor has not filed any certificates of domestication, transfer or continuance in any other jurisdiction.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that until the Termination Date:

(i) except for the security interest created by this Agreement, it shall not create or suffer to exist any Lien upon or with respect to any of the Collateral, except Permitted Liens, and at its own cost and expense such Grantor shall defend the

security interest created by this Agreement against the claims of all Persons at any time claiming any interest therein;

(ii) it shall not change such Grantor's name, identity, corporate structure (e.g., by merger, consolidation, change in corporate form or otherwise) sole place of business (or principal residence if such Grantor is a natural person), chief executive office, type of organization, or jurisdiction of organization unless it shall have (a) notified the Collateral Agent in writing, by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with Schedule 4.1 thereto, at least twenty (20) days prior to any such change, identifying such new proposed name, identity, corporate structure, sole place of business (or principal residence if such Grantor is a natural person), chief executive office, jurisdiction of organization and providing such other information in connection therewith as the Collateral Agent may reasonably request and (b) taken all actions necessary or advisable to maintain the continuous validity, perfection and the same or better priority of the Collateral Agent's security interest in the Collateral intended to be granted and agreed to hereby;

(iii) upon such Grantor or any officer of such Grantor obtaining knowledge thereof, it shall promptly notify the Collateral Agent in writing of any event that has caused or evidences, either in any case or in the aggregate a Material Adverse Effect on the ability of any Grantor or the Collateral Agent to dispose of the Collateral or any material portion thereof, or the rights and remedies of the Collateral Agent in relation thereto, including, without limitation, the levy of any legal process against the Collateral or any material portion thereof;

(iv) it shall not take or permit any action which could impair the Collateral Agent's rights in the Collateral that would reasonably be expected to have a Material Adverse Effect; and

(v) it shall not sell, transfer or assign (by operation of law or otherwise) any Collateral except as otherwise in accordance with the Credit Agreement.

4.2 Equipment and Inventory.

(a) Representations and Warranties. Each Grantor represents and warrants, on the Closing Date and on each Credit Date that the following statements are true and correct (it being understood and agreed that the representations and warranties made on the Closing Date are deemed to be made concurrently with the consummation of the Transactions contemplated hereby and the representations and warranties made on each Credit Date shall be true and correct in all material respects on and as of that Credit Date to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on and as of such earlier date):

(i) all of the Equipment and Inventory of such Grantor included in the Collateral is kept as of the date hereof and between the period from March 1, 2000 to July 1, 2001 at the locations specified in Schedule 4.2 (as such schedule may be amended or supplemented from time to time); and

(ii) none of the Inventory or Equipment of such Grantor included in the Collateral and with a value in excess of \$250,000 in the aggregate is in the possession of an issuer of a negotiable document (as defined in Section 7-104 of the UCC) therefor or otherwise in the possession of a bailee or a warehouseman (other than Inventory in transit in the ordinary course and other than in connection with repairs in the ordinary course) and other than Collateral with respect to which Section 4.2(b)(iv) has been complied with.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that until the Termination Date:

(i) it shall keep its Equipment, Inventory and any Documents evidencing any Equipment and Inventory included in the Collateral (other than mobile goods and other than Inventory in transit in the ordinary course and other than in connection with repairs in the ordinary course) in the locations specified on Schedule 4.2 (as such schedule may be amended or supplemented from time to time) unless it shall have notified the Collateral Agent in writing, by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with Supplements to Schedule 4.2 thereto, no more than thirty (30) days after any change in locations, identifying such new locations and providing such other information in connection therewith as the Collateral Agent may reasonably request;

(ii) it shall keep correct and accurate records of its Inventory, as is customarily maintained under similar circumstances by Persons of established reputation engaged in similar business, and in any event in conformity with GAAP;

(iii) except as permitted by the Credit Agreement, it shall not deliver any Document evidencing any of its Equipment and Inventory to any Person other than the issuer of such Document to claim the Goods evidenced therefore, the First Lien Collateral Agent or the Collateral Agent in accordance with the Intercreditor Agreement;

(iv) if any Grantor's Equipment or Inventory (other than Equipment or Inventory in transit or out for repairs in the ordinary course of business) is in possession or control of any third party, such Grantor shall join with the Collateral Agent in notifying the third party of the Collateral Agent's security interest and if reasonably requested by the Collateral Agent shall use commercially reasonable efforts to obtain an acknowledgment from the third party that it is holding the Equipment and Inventory for the benefit of the Collateral Agent; and

(v) with respect to any item of its Equipment in excess of \$250,000 individually or \$2,000,000 in the aggregate owned by such Grantor that is included in the Collateral which is covered by a certificate of title under a statute of any jurisdiction under the law of which indication of a security interest on such certificate is required as a condition of perfection thereof, upon the reasonable request of the Collateral Agent, (A) provide information with respect to any such Equipment, (B) execute and file with the registrar of motor vehicles or other appropriate authority in such jurisdiction an application or other document requesting the notation or other indication of the security interest created hereunder on such certificate of title, and (C) deliver to the Collateral Agent copies of all such applications or other documents filed during such calendar quarter and copies of all such certificates of title issued during such calendar quarter

indicating the security interest created hereunder in the items of Equipment covered thereby.

4.3 Receivables.

(a) Representations and Warranties. Each Grantor represents and warrants, on the Closing Date and on each Credit Date that the following statements are true and correct (it being understood and agreed that the representations and warranties made on the Closing Date are deemed to be made concurrently with the consummation of the Transactions contemplated hereby and the representations and warranties made on each Credit Date shall be true and correct in all material respects on and as of that Credit Date to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on and as of such earlier date):

(i) each Receivable owing by any single account debtor with value in excess of \$250,000 as of the date hereof (a) is and will be the legal, valid and binding obligation of the Account Debtor in respect thereof, representing an unsatisfied obligation of such Account Debtor, (b) is and will be enforceable in accordance with its terms, (c) is not and will not be subject to any setoffs, defenses, taxes, counterclaims (except with respect to refunds, returns and allowances in the ordinary course of business with respect to deficient services) and (d) is and will be in compliance with all applicable laws, whether federal, state, local or foreign;

(ii) none of the Account Debtors in respect of any Receivable of such Grantor in excess of \$250,000 individually or \$500,000 in the aggregate is the government of the United States, any agency or instrumentality thereof, any state or municipality or any foreign sovereign. No Receivable of such Grantor in excess of \$250,000 individually or \$500,000 in the aggregate requires the consent of the Account Debtor in respect thereof in connection with the pledge hereunder, except any consent which has been obtained; and

(iii) no Receivable of such Grantor is evidenced by, or constitutes, an Instrument or Chattel Paper which has not been delivered to, or otherwise subjected to the control of, the Collateral Agent to the extent required by, and in accordance with Section 4.3(c).

(b) Covenants and Agreements: Each Grantor hereby covenants and agrees that until the Termination Date:

(i) it shall keep and maintain at its own cost and expense satisfactory and complete records of its Receivables, including, but not limited to, the records of all payments received and all credits granted on the Receivables, all merchandise returned and all other dealings therewith;

(ii) it shall mark conspicuously, in form and manner reasonably satisfactory to the Collateral Agent, all Chattel Paper and Instruments in excess of \$100,000 individually (other than any delivered to the Collateral Agent as provided herein), as well as the Receivable Records with an appropriate reference to the fact that the Collateral Agent has a security interest therein;

(iii) it shall perform in all material respects all of its obligations with respect to the Receivables the failure of which to perform would reasonably be expected to have a Material Adverse Effect;

(iv) except in the ordinary course of business; without the consent of the Collateral Agent (not to be unreasonably withheld), it shall not amend, modify, terminate or waive any provision of any Receivable in excess of \$250,000 owing by any single account debtor in any manner which would reasonably be expected to have a Material Adverse Effect. Other than in the ordinary course of business as generally conducted by it on and prior to the date hereof, and except as otherwise provided in Section 7.7 below, following an Event of Default, such Grantor shall not (w) grant any extension or renewal of the time of payment of any Receivable, (x) compromise or settle any dispute, claim or legal proceeding with respect to any Receivable for less than the total unpaid balance thereof, (y) release, wholly or partially, any Person liable for the payment thereof, or (z) allow any credit or discount thereon; and

(c) Delivery and Control of Receivables. With respect to any of its Receivables in excess of \$250,000 individually or \$500,000 in the aggregate that is evidenced by, or constitutes, Chattel Paper or Instruments, each Grantor shall cause each originally executed copy thereof to be delivered to the First Lien Collateral Agent and Collateral Agent (or its respective agent or designee) as applicable, in accordance with the Intercreditor Agreement appropriately indorsed to the Collateral Agent or indorsed in blank: (i) with respect to any such Receivables in existence on the date hereof, on or prior to the date hereof and (ii) with respect to any such Receivables hereafter arising, within ten (10) days of such Grantor acquiring rights therein. With respect to any Receivables in excess of \$250,000 individually or \$500,000 in the aggregate which would constitute "electronic chattel paper" under Article 9 of the UCC, each Grantor shall take all steps reasonably requested by the Collateral Agent to give the Collateral Agent control over such Receivables (within the meaning of Section 9-105 of the UCC): (i) with respect to any such Receivables in existence on the date hereof, on or prior to the date hereof and (ii) with respect to any such Receivables hereafter arising, within ten (10) days of such Grantor acquiring rights therein. Any Receivable evidenced by an Instrument or Chattel Paper not otherwise required to be delivered or subjected to the control of the First Lien Collateral Agent or the Collateral Agent, as applicable, in accordance with this subsection (c) shall be delivered or subjected to such control upon request of the First Lien Collateral Agent or the Collateral Agent, as applicable, in accordance with the Intercreditor Agreement.

4.4 Investment Related Property.

4.4.1 Investment Related Property Generally

(a) Covenants and Agreements. Each Grantor hereby covenants and agrees that until the Termination Date:

(i) in the event it acquires rights in any Investment Related Property after the date hereof, it shall deliver to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, reflecting such new Investment Related Property and all other Investment Related Property but in no event shall any Grantor be required to deliver any Pledge Supplement more frequently than once in every six month period. Notwithstanding the foregoing, it is understood and agreed that the security interest of the Collateral Agent hereunder shall attach to the extent provided in this Agreement to all

Investment Related Property immediately upon any Grantor's acquisition of rights therein and shall not be affected by the failure of any Grantor to deliver a supplement to Schedule 4.4 as required hereby;

(ii) except as provided in the next sentence, in the event such Grantor receives any dividends, interest or distributions on any Investment Related Property, or any securities or other property (other than any Excluded Assets) upon the merger, consolidation, liquidation or dissolution of any issuer of any Investment Related Property (other than any liquidation or dissolution permitted by the Credit Agreement), then (a) such dividends, interest or distributions and securities or other property shall be included in the definition of Collateral without further action and (b) such Grantor shall immediately take all steps, if any, to the extent otherwise required under and in accordance with this Agreement to ensure the validity, perfection, priority and, if applicable, control of the Collateral Agent over such Investment Related Property (including, without limitation, delivery thereof to the Collateral Agent pursuant to the terms of the Intercreditor Agreement) and pending any such action such Grantor shall be deemed to hold such dividends, interest, distributions, securities or other property in trust for the benefit of the Collateral Agent and to the extent otherwise required under and in accordance with this Agreement or the Credit Agreement, shall segregate such dividends, distributions, Securities or other property from all other property of such Grantor. Notwithstanding the foregoing, so long as no Event of Default shall have occurred and be continuing, except as expressly provided in the previous sentence, the Collateral Agent authorizes each Grantor to retain all dividends and distributions and all payments of interest;

(iii) each Grantor consents to the grant by any other Grantor of a security interest in all Investment Related Property to the Collateral Agent.

(b) Delivery and Control.

(i) Each Grantor agrees that with respect to any Investment Related Property in which it currently has rights it shall comply with the provisions of this Section 4.4.1(b) on or before the Credit Date and with respect to any Investment Related Property hereafter acquired by such Grantor it shall comply with the provisions of this Section 4.4.1(b) promptly upon acquiring rights therein, in each case in form and substance reasonably satisfactory to the Collateral Agent. With respect to any Investment Related Property that is represented by a certificate (other than any Investment Related Property credited to a Securities Account) it shall cause such certificate to be delivered to the First Lien Collateral Agent or the Collateral Agent, as applicable, in accordance with the Intercreditor Agreement, indorsed in blank by an "effective endorsement" (as defined in Section 8-107 of the UCC), regardless of whether such certificate constitutes a "certificated security" for purposes of the UCC. With respect to any Investment Related Property that is an "uncertificated security" for purposes of the UCC representing an investment of such Grantor with a value in excess of \$250,000 (other than any "uncertificated securities" credited to a Securities Account), it shall cause the issuer (in the case of Pledged Equity Interests, mutual funds and other open-ended investment funds) and it shall use reasonably best efforts to cause the issuer (in the case of all other Investment Related Property) of such uncertificated security to either (i) register the Collateral Agent as the registered owner thereof on the books and records of the issuer or (ii) execute an agreement substantially in the form of Exhibit B hereto or otherwise in a form reasonably satisfactory to the Collateral Agent, pursuant to which such issuer agrees

to comply with the Collateral Agent's instructions with respect to such uncertificated security without further consent by such Grantor.

(c) Voting and Distributions.

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

- (1) except as otherwise provided herein or in the Credit Agreement, each Grantor shall be entitled to exercise or refrain from exercising any and all voting and other consensual rights pertaining to the Investment Related Property or any part thereof for any purpose not inconsistent with the terms of this Agreement or the Credit Agreement; it being understood, however, that neither the voting by such Grantor of any Pledged Equity Interests for, or such Grantor's consent to, the election of directors (or similar governing body) at a regularly scheduled annual or other meeting of stockholders or with respect to incidental matters at any such meeting, nor such Grantor's consent to or approval of any action otherwise permitted under this Agreement and the Credit Agreement, shall be deemed inconsistent with the terms of this Agreement or the Credit Agreement within the meaning of this Section 4.4(c)(i)(1); and
- (2) the Collateral Agent shall promptly execute and deliver (or cause to be executed and delivered) to each Grantor all proxies, and other instruments as such Grantor may from time to time reasonably request for the purpose of enabling such Grantor to exercise the voting and other consensual rights when and to the extent which it is entitled to exercise pursuant to clause (1) above;
- (3) Subject to the Intercreditor Agreement, upon the occurrence and during the continuation of an Event of Default:
 - (A) all rights of each Grantor to exercise or refrain from exercising the voting and other consensual rights which it would otherwise be entitled to exercise pursuant hereto shall cease and all such rights shall thereupon become vested in the Collateral Agent who shall thereupon have the sole right to exercise such voting and other consensual rights; and
 - (B) in order to permit the Collateral Agent to exercise the voting and other consensual rights which it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions which it may be entitled to receive hereunder: (1) each Grantor shall promptly execute and deliver (or cause to be executed and delivered) to the Collateral Agent all proxies, dividend payment orders and other instruments as the Collateral Agent may from time to time reasonably request and (2) each Grantor acknowledges that the Collateral Agent may utilize the power of attorney set forth in Section 6.1.

4.4.2 Pledged Equity Interests

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date that the following statements are true and correct (it being understood and agreed that the representations and warranties made on the

Closing Date are deemed to be made concurrently with the consummation of the Transactions contemplated hereby and the representations and warranties made on each Credit Date shall be true and correct in all material respects on and as of that Credit Date to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on and as of such earlier date):

(i) Schedule 4.4(A) (as such schedule may be amended or supplemented from time to time) sets forth under the headings “Pledged Stock,” “Pledged LLC Interests,” “Pledged Partnership Interests,” “Pledged Trust Interests” and “Other Pledged Interests,” respectively, all of the Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests, Pledged Trust Interests and Other Pledged Interests owned as of the date hereof by any Grantor and required to be pledged hereunder and as of the date hereof and such Pledged Equity Interests and Other Pledged Interests constitute the percentage of issued and outstanding shares of stock, percentage of membership interests, percentage of partnership interests or percentage of beneficial interest of the respective issuers thereof indicated on such Schedule;

(ii) it is the record and beneficial owner of the Pledged Equity Interests and Other Pledged Interests free of all Liens, rights or claims of other Persons other than Permitted Liens and, except as set forth on Schedule 4.4(E), there are no outstanding warrants, options or other rights to purchase, or shareholder, voting trust or similar agreements outstanding with respect to, or property that is convertible into, or that requires the issuance or sale of, any Pledged Equity Interests;

(iii) without limiting the generality of Section 4.1(a)(v), except as set forth on Schedule 4.4(B) and subject to restrictions and, limitations in the Credit Documents or under applicable law, no consent of any Person including any other general or limited partner, any other member of a limited liability company, any other shareholder or any other trust beneficiary is necessary in connection with the creation, perfection or first priority status (subject to Permitted Liens) of the security interest of the Collateral Agent (in the case of priority, subject to Liens granted to the First Lien Collateral Agent) in any Pledged Equity Interests or to the best of such Grantor’s knowledge, the exercise by the Collateral Agent of the voting or other rights provided for in this Agreement or the exercise of remedies in respect thereof (in the case of exercise of remedies, other than the consents required by or available under the UCC or any other applicable law);

(iv) as of the date hereof, none of the Pledged LLC Interests nor Pledged Partnership Interests are or represent interests in issuers that: (a) are registered as investment companies or (b) are dealt in or traded on securities exchanges or markets; and

(v) except as otherwise set forth on Schedule 4.4(C), as of the date hereof, all of the Pledged LLC Interests and Pledged Partnership Interests are or represent interests in issuers that have opted to have such interests treated as securities under the uniform commercial code of any jurisdiction.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that until the Termination Date:

(i) Except as permitted by the Credit Agreement, without the prior written consent of the First Lien Collateral Agent or the Collateral Agent, as applicable, in accordance with the Intercreditor Agreement, it shall not vote to enable or take any other action to: (a) amend or terminate any partnership agreement, limited liability company agreement, certificate of incorporation, by-laws or other organizational documents in any way that materially and adversely changes the rights of such Grantor with respect to any Investment Related Property or materially and adversely affects the validity, perfection or priority of the Collateral Agent's security interest, (b) permit any issuer of any Pledged Equity Interest to issue any additional stock, partnership interests, limited liability company interests or other equity interests of any nature or to issue securities convertible into or granting the right of purchase or exchange for any stock or other equity interest of any nature of such issuer, (c) permit any issuer of any Pledged Equity Interest to dispose of all or a material portion of their assets, (d) waive any material default under or breach of any terms of organizational document relating to the issuer of any Pledged Equity Interest or the terms of any Pledged Debt, or (e) cause any issuer of any Pledged Partnership Interests or Pledged LLC Interests which are not securities (for purposes of the UCC) on the date hereof to elect or otherwise take any action to cause such Pledged Partnership Interests or Pledged LLC Interests to be treated as securities for purposes of the UCC; unless such Grantor shall take all steps necessary or advisable to establish the Collateral Agent's "control" thereof;

(ii) it shall comply with all of its obligations under any partnership agreement or limited liability company agreement relating to Pledged Partnership Interests or Pledged LLC Interests and shall enforce all of its rights with respect to any Investment Related Property, in each case the failure of which to comply with or enforce would reasonably be expected to have a Material Adverse Effect;

(iii) except as permitted by the Credit Agreement, without the prior written consent of the First Lien Collateral Agent or the Collateral Agent, as applicable, in accordance with the Intercreditor Agreement, it shall not permit any issuer of any Pledged Equity Interest to merge or consolidate unless (i) such issuer creates a security interest that is perfected by a filed financing statement (that is not effective solely under section 9-508 of the UCC) in collateral in which such new debtor has or acquires rights, and (ii) all the outstanding Capital Stock or other equity interests of the surviving or resulting corporation, limited liability company, partnership or other entity is, upon such merger or consolidation, pledged hereunder and no cash, securities or other property is distributed in respect of the outstanding equity interests of any other constituent Grantor; provided that if the surviving or resulting Grantors upon any such merger or consolidation involving an issuer which is a Foreign Subsidiary, then such Grantor shall only be required to pledge equity interests in accordance with Section 2.2; and

(iv) each Grantor consents to the grant by each other Grantor of a security interest in all Investment Related Property to the Collateral Agent and, without limiting the foregoing, consents to the transfer of Pledged Partnership Interest and any Pledged LLC Interest to the First Lien Collateral Agent or the Collateral Agent, as applicable, in accordance with the Intercreditor Agreement or its nominee after and during the continuance of an Event of Default and thereafter to the substitution of the First Lien Collateral Agent or the Collateral Agent, as applicable, in accordance with the Intercreditor Agreement or its nominee as a partner in any partnership or as a member in any limited liability company with all the rights and powers related thereto.

If any issuer of any Pledged Equity Interests is located in a jurisdiction outside of the United States, each Grantor shall take such additional actions, including, without limitation, causing the issuer to register the pledge on its books and records or making such filings or recordings, in each case as may be necessary or advisable, under the laws of such issuer's jurisdiction to insure the validity, perfection and priority of the security interest of the Collateral Agent.

4.4.3 Pledged Debt

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and each Credit Date that the following statements are true and correct (it being understood and agreed that the representations and warranties made on the Closing Date are deemed to be made concurrently with the consummation of the Transactions contemplated hereby and the representations and warranties made on each Credit Date shall be true and correct in all material respects on and as of that Credit Date to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on and as of such earlier date):

(i) Schedule 4.4 (as such schedule may be amended or supplemented from time to time) sets forth under the heading "Pledged Debt" all of the Pledged Debt owned by any Grantor and except as otherwise set forth on Schedule 4.4(D) (as such schedule may be amended or supplemented from time to time), (A) all Pledged Debt issued or owed by a Grantor or Subsidiary of a Grantor has been duly authorized, authenticated or issued, and delivered and is the legal, valid and binding obligation of the issuers thereof and is not in default and (B) to the best of such Grantor's knowledge, all other Pledged Debt has been duly authorized, authenticated or issued, and delivered and is the legal, valid and binding obligation of the issuers thereof and is not in default;

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that until the Termination Date:

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

4.4.4 Investment Accounts

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and each Credit Date that the following statements are true and correct (it being understood and agreed that the representations and warranties made on the Closing Date are deemed to be made concurrently with the consummation of the Transactions contemplated hereby and the representations and warranties made on each Credit Date shall be true and correct in all material respects on and as of that Credit Date to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on and as of such earlier date):

(i) Schedule 4.4 hereto (as such schedule may be amended or supplemented from time to time) sets forth under the headings "Securities Accounts" and

“Commodities Accounts,” respectively, as of the date hereof all of the Securities Accounts and Commodities Accounts in which each Grantor has an interest. Each Grantor is the sole entitlement holder of each such Securities Account and Commodity Account, and such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Collateral Agent pursuant hereto and the collateral agent pursuant to the First Lien Credit Agreement) having “control” (within the meanings of Sections 8-106 and 9-106 of the UCC) over, or any other interest adverse to the Collateral Agent in, any such Securities Account or Commodity Account or securities or other property credited thereto;

(ii) Schedule 4.4 hereto (as such schedule may be amended or supplemented from time to time) sets forth under the headings “Deposit Accounts” all of the Deposit Accounts in which each Grantor has an interest. Each Grantor is the sole account holder of each such Deposit Account and such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Collateral Agent pursuant hereto and the collateral agent pursuant to the First Lien Credit Agreement) having either sole dominion and control (within the meaning of common law) or “control” (within the meanings of Section 9-104 of the UCC) over, any such Deposit Account or any money or other property deposited therein; and

(iii) To the extent required by Section 5.14 of the Credit Agreement, each Grantor has taken all actions necessary, including those specified in Section 4.4.4(c), to: (a) establish Collateral Agent’s “control” (within the meanings of Sections 8-106 and 9-106 of the UCC) over any portion of the Investment Related Property constituting Securities Accounts, Securities Entitlements or Commodities Accounts (each as defined in the UCC); (b) establish the Collateral Agent’s “control” (within the meaning of Section 9-104 of the UCC) over all Deposit Accounts of such Grantor set forth on Schedule 4.4; and (c) deliver all Instruments (other than Instruments not otherwise required to be delivered hereunder) to the Collateral Agent.

(b) [Reserved].

(c) Delivery and Control

(i) With respect to any Investment Related Property of such Grantor consisting of Securities Accounts or Securities Entitlements listed on Schedule 4.4, it shall cause the securities intermediary maintaining such Securities Account or Securities Entitlement to enter into an agreement substantially in the form of Exhibit C hereto or otherwise reasonably satisfactory to the Collateral Agent pursuant to which it shall agree to comply with the Collateral Agent’s “entitlement orders” without further consent by such Grantor. To the extent required by Section 5.14 of the Credit Agreement, with respect to any Investment Related Property that is a “Deposit Account,” it shall cause the depository institution maintaining such account to enter into an agreement substantially in the form of Exhibit D hereto, or otherwise reasonably acceptable to the Collateral Agent pursuant to which the Collateral Agent shall have “control” (within the meaning of Section 9-104 of the UCC) over such Deposit Account. To the extent required by Section 5.14 of the Credit Agreement, each Grantor shall have entered into such control agreement or agreements with respect to: (i) any Securities Accounts or Securities Entitlements with a value in excess of \$1,000,000 in the aggregate or Deposit Accounts that exist on the Credit Date, as of or prior to the Credit Date and (ii) any Securities Accounts or Securities Entitlements with a value in excess of \$1,000,000

in the aggregate or Deposit Accounts that are created or acquired after the Credit Date, as of or prior to the deposit or transfer of any such Securities Entitlements or funds, whether constituting moneys or investments, into such Securities Accounts or Deposit Accounts.

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

4.5 [Reserved].

4.6 Letter of Credit Rights.

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date that the following statements are true and correct (it being understood and agreed that the representations and warranties made on the Closing Date are deemed to be made concurrently with the consummation of the Transactions contemplated hereby and the representations and warranties made on each Credit Date shall be true and correct in all material respects on and as of that Credit Date to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on and as of such earlier date):

(i) all letters of credit with a face amount in excess of \$500,000 in the aggregate to which such Grantor has rights as of the date hereof is listed on Schedule 4.6 (as such schedule may be amended or supplemented from time to time) hereto; and

(ii) it has obtained the consent of each issuer of any letter of credit listed on Schedule 4.6 to the assignment of the proceeds of the letter of credit to the Collateral Agent in accordance with the Intercreditor Agreement or has caused the Collateral Agent to become the transferee beneficiary of such letter of credit.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that until the Termination Date with respect to any letter of credit with a face amount in excess of \$500,000 in the aggregate hereafter arising it shall obtain the consent of the issuer thereof to the assignment of the proceeds of the letter of credit to the Collateral Agent in accordance with the Intercreditor Agreement or cause the Collateral Agent to become the transferee beneficiary of such letter of credit and shall deliver to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto.

4.7 Intellectual Property.

(a) Representations and Warranties. Except as disclosed in Schedule 4.7(C) (as such schedule may be amended or supplemented from time to time) or as permitted by the

Credit Agreement, each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date with respect to its Intellectual Property, that:

(i) Schedule 4.7(A) (as such schedule may be amended or supplemented from time to time), sets forth a true and complete list of all issued Patents and Patent applications owned by such Grantor, registrations and applications to register Trademarks owned by such Grantor, and registered Copyrights owned by such Grantor (with respect to each Grantor, such Grantor's "Registered IP"), and Schedule 4.7(B) (as such schedule may be amended or supplemented from time to time), sets forth a true and complete list of all material written Copyright Licenses, Patent Licenses, Trade Secret Licenses and Trademark Licenses to which such Grantor is a party (each of which will be deemed a Material Contract), other than licenses to commercially available software;

(ii) (A) it owns such Grantor's owned material Intellectual Property, free and clear of all Liens, except for Permitted Liens and subject to any Copyright Licenses, Patent Licenses, Trademark Licenses and Trade Secret Licenses pursuant to which such Grantor is the licensor, and has not granted any third Person co-ownership rights with respect to such owned Intellectual Property; and (B) it has the valid right to use all other material Intellectual Property Rights used by such Grantor in its business;

(iii) with respect to each Grantor's Registered IP, (A) to the knowledge of such Grantor, such Grantor's Registered IP is valid, subsisting and enforceable, (B) such Grantor's Registered IP has not been adjudged invalid or unenforceable, in whole or in part, and (C) such Grantor has performed all acts and has paid all renewal, maintenance, and other fees and taxes required to maintain such Registered IP in full force and effect, except where, in the case of this subsection (C), the failure to perform such acts or pay such amounts would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect;

(iv) (A) No holding, decision, or judgment has been rendered in any action or proceeding before any court or administrative authority challenging the validity of, such Grantor's right to register, or such Grantor's rights to own or use, any Intellectual Property owned by such Grantor and (B) no such action or proceeding is pending or, to the best of such Grantor's knowledge, threatened, and (C) such Grantor is not aware of any uses of any item of such Intellectual Property owned by such Grantor that could reasonably be expected to lead to such item becoming invalid or unenforceable, in each case, other than as would not reasonably be expected to have a Material Adverse Effect;

(v) None of such Grantor's Registered IP has been abandoned, except to the extent they were intentionally abandoned as a result of Grantor determining that they were no longer commercially necessary to maintain;

(vi) to the extent necessary to protect Grantor's rights in Grantor's Registered IP, Grantor has used appropriate statutory notice of registration in connection with its use of its owned registered Trademarks, proper marking practices in connection with the use of its owned issued Patents, and appropriate notice of copyright in connection with its use of owned Copyrights material to the business of such Grantor;

(vii) each Grantor uses adequate standards of quality in the manufacture, distribution, and sale of all of its products and services sold or rendered under or in connection with all Trademark Collateral owned by or licensed to such Grantor, and has taken commercially reasonable steps to ensure that all licensees of the Trademark Collateral owned by such Grantor use such adequate standards of quality in connection with products and services sold or rendered under or in connection with such licensed Trademark Collateral;

(viii) the conduct of such Grantor's business does not infringe upon or otherwise violate any Intellectual Property Right or other intellectual property right owned or controlled by a third party and no claim has been made that the use of any Intellectual Property owned by Grantor (or any of its respective licensees) violates the asserted rights of any third party other than, in each case, for infringements, violations or claims that would not individually or in the aggregate reasonably be expected to have Material Adverse Effect;

(ix) to the knowledge of each Grantor, no third party is infringing upon or otherwise violating any rights in any of such Grantor's material owned Intellectual Property;

(x) except to the extent included in agreements listed on Schedule 4.7(B), no settlement or consents, covenants not to sue, nonassertion assurances, or releases have been entered into by Grantor that materially adversely affects Grantor's rights to own or use any Intellectual Property as currently used in the business of such Grantor; and

(xi) except for Intellectual Property rights used principally by a business unit which such Grantor has sold and which were sold in connection with such sale, Grantor has not made a previous assignment, sale, transfer or agreement constituting a present or future assignment, sale, transfer or agreement of any material Intellectual Property Right owned by it as of the date hereof that has not been terminated or released. Other than as set forth on Schedule 4.7, there is no effective financing statement or other document or instrument now executed, or on file or recorded in any public office, granting a security interest in or otherwise encumbering any part of the Intellectual Property, other than in favor of the Collateral Agent.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees until the Termination Date, except as permitted by the Credit Agreement, as follows:

(i) without the prior written consent of the Collateral Agent, such consent not to be unreasonably withheld, it shall not do any act or omit to do any act whereby any of the Intellectual Property Rights owned by such Grantor which is material to the business of Grantor may lapse, or become abandoned, dedicated to the public, or unenforceable, or which would materially adversely affect the validity, grant, or enforceability of the security interest granted therein;

(ii) it shall not, with respect to any Trademarks owned by such Grantor which are material to the business of such Grantor, cease the use of any of such Trademarks or fail to maintain the level of the quality of products sold and services rendered under any of such Trademark at a level at least substantially consistent with the quality of such products and services as of the date hereof, and each Grantor shall take

commercially reasonable steps to ensure that licensees of such Trademarks use such consistent standards of quality;

(iii) it shall, within thirty (30) days of the creation or acquisition of any Copyrightable work owned by such Grantor that is material to the business of such Grantor, apply to register the Copyright in the United States Copyright Office;

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

(v) it shall take commercially reasonable steps in the United States Patent and Trademark Office, the United States Copyright Office or any state registry, to pursue any application and maintain any registration of each Trademark, Patent, and Copyright owned by such Grantor and material to its business that is now or shall become included in the Intellectual Property including, but not limited to, those items on Schedule 4.7(A) (as each may be amended or supplemented from time to time);

(vi) in the event that any Intellectual Property owned by such Grantor (or exclusively licensed to such Grantor with a right to bring infringement actions against third party infringers) is infringed, misappropriated, or diluted by a third party, such Grantor shall promptly take commercially reasonable actions to stop such infringement, misappropriation, or dilution and protect its rights in such Intellectual Property including, but not limited to the extent such commercially reasonable under the circumstances, the initiation of a suit for injunctive relief and to recover damages;

(vii) it shall promptly (but in no event more than ninety (90) days after the end of any fiscal year) report to the Collateral Agent (i) the filing of any application to register, in such Grantor's name, any Patents, Trademarks or Copyrights with the United States Patent and Trademark Office, the United States Copyright Office, or any state registry (whether such application is filed by such Grantor or through any agent, employee, licensee, or designee thereof) and (ii) the issuance or registration of any such Patent, Trademark or Copyright by any such office, in each case by executing and delivering to the Collateral Agent a completed Pledge Supplement;

(viii) it shall, promptly upon the reasonable request of the Collateral Agent, execute and deliver to the Collateral Agent any document required to acknowledge, confirm, register, record, or perfect the Collateral Agent's interest in any Intellectual Property owned by such Grantor, whether now or hereafter acquired, in the United States, or, subject to Section 5.2(a)(ii), any foreign jurisdiction;

(ix) except with the prior consent of the Collateral Agent or as permitted under the Credit Agreement, each Grantor shall not execute, and there will not be on file in any public office, any financing statement or other document or instruments, except financing statements or other documents or instruments filed or to be filed in favor of the Collateral Agent and each Grantor shall not sell, assign, transfer, license, grant any

option, or create or suffer to exist any Lien upon or with respect to the Intellectual Property, except for the Lien created by and under this Agreement and the other Credit Documents and Permitted Liens;

(x) it shall not permit the inclusion in any contract to which it hereafter becomes a party, excluding contracts pursuant to which such Grantor licenses generally available software, any provision that would reasonably be expected to materially impair or prevent the creation of a security interest in, or the assignment of, such Grantor's rights and interests in such Grantor's Intellectual Property;

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

(xii) to the extent necessary to protect Grantor's rights in Grantor's Registered IP, it shall use proper statutory notices in connection with its use of Registered IP;

(xiii) it shall not take any action that would reasonably be expected to materially adversely affect its rights under any Copyright Licenses, Patent Licenses, Trademark Licenses, and Trade Secret Licenses; and

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

4.8 Commercial Tort Claims

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date that the following statements are true and correct (it being understood and agreed that the representations and warranties made on the Closing Date are deemed to be made concurrently with the consummation of the Transactions contemplated hereby and the representations and warranties made on each Credit Date shall be true and correct in all material respects on and as of that Credit Date to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on and as of such earlier date) that Schedule 4.8 (as such schedule may be amended or supplemented from time to time) sets forth all Commercial Tort Claims of each Grantor in excess of \$100,000 individually or \$250,000 in the aggregate; and

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that until the Termination Date with respect to any Commercial Tort Claim in excess of \$100,000 individually or \$250,000 in the aggregate hereafter arising it shall deliver to the Collateral Agent

a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, identifying such new Commercial Tort Claims.

**SECTION 5. ACCESS; RIGHT OF INSPECTION AND FURTHER ASSURANCES;
ADDITIONAL GRANTORS.**

5.1 [Reserved].

5.2 Further Assurances.

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

(i) file such financing or continuation statements, or amendments thereto, and execute and deliver subject to the terms and conditions of the Intercreditor Agreement such other agreements, instruments, endorsements, powers of attorney or notices, as may be necessary, or as the Collateral Agent may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby other than with respect to Specified Assets;

(ii) take all actions necessary to ensure the recordation of appropriate evidence of the liens and security interest granted hereunder in the Intellectual Property with the: (A) United States Patent and Trademark Office, the United States Copyright Office and the various Secretaries of State, (B) if requested by the Collateral Agent, the equivalent intellectual property registries in the United Kingdom, and (C) for other material registered Intellectual Property, the applicable intellectual property registry in which said Intellectual Property is registered or in which an application for registration is pending;

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

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

(b) Each Grantor hereby authorizes the Collateral Agent to file a Record or Records, including, without limitation, financing or continuation statements, and amendments thereto, in any jurisdictions and with any filing offices as the Collateral Agent may determine, in its reasonable discretion, are necessary or advisable to perfect the security interest granted to the Collateral Agent herein. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes

such property in any other manner as the Collateral Agent may determine, in its reasonable discretion is necessary, advisable or prudent to ensure the perfection of the security interests in the Collateral granted to the Collateral Agent herein, including, without limitation, describing such property as, "all assets" or "all personal property, whether now owned or hereafter acquired." Each Grantor shall furnish to the Collateral Agent from time to time statements and schedules further identifying and describing such Grantor's Collateral and such other reports in connection with such Grantor's Collateral as the Collateral Agent may reasonably request, all in reasonable detail.

(c) Each Grantor hereby authorizes the Collateral Agent to modify this Agreement after obtaining such Grantor's approval of or signature to such modification by amending Schedule 4.7 (as such schedule may be amended or supplemented from time to time) or as permitted by the Credit Agreement to include reference to any right, title or interest in any existing Intellectual Property or any Intellectual Property acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property in which any Grantor no longer has or claims any right, title or interest.

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

SECTION 6. COLLATERAL AGENT APPOINTED ATTORNEY-IN-FACT.

6.1 Power of Attorney. Subject to the terms and conditions of the Intercreditor Agreement, each Grantor hereby irrevocably makes, constitutes and appoints the Collateral Agent (such appointment being coupled with an interest) as such Grantor's true and lawful agent and attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, the Collateral Agent or otherwise, from time to time in the Collateral Agent's discretion to take any action and to execute any instrument that the Collateral Agent may deem reasonably necessary or advisable to accomplish the purposes of this Agreement; provided that the Collateral Agent agrees that, except as provided in Section 5.2 and Section 6.2 herein, it will not exercise such power except upon the occurrence and during the continuance of any Event of Default and to the extent permitted by law, including, without limitation, the following:

(a) to obtain and adjust insurance required to be maintained by such Grantor or paid to the Collateral Agent pursuant to the Credit Agreement;

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

(c) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (b) above;

(d) to file any claims or take any action or institute any proceedings that the Collateral Agent may deem necessary for the collection of any of the Collateral or otherwise to enforce the rights of the Collateral Agent with respect to any of the Collateral;

(e) to prepare and file any UCC financing statements against such Grantor as debtor;

(f) to prepare, sign, and file for recordation in the United States Patent and Trademark Office or the United States Copyright Office, appropriate evidence of the lien and security interest granted herein in such Grantor's registrations and applications for Patents, Trademarks or Copyrights in the name of such Grantor as debtor;

(g) to take or cause to be taken all actions necessary to perform or comply or cause performance or compliance with the terms of this Agreement, including, without limitation, access to pay or discharge taxes or Liens (other than Permitted Liens) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Collateral Agent in its sole discretion, any such payments made by the Collateral Agent to become obligations of such Grantor to the Collateral Agent, due and payable immediately without demand; and

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

6.2 Exercise of Power of Attorney. If any Grantor fails to perform or comply with any of its agreements contained herein, the Collateral Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement; provided, however, that unless an Event of Default has occurred and is continuing or time is of the essence, the Collateral Agent shall not exercise its power of attorney provided for in Section 6.1 above without first making demand on the Grantor and the Grantor fails to immediately comply therewith.

6.3 No Duty on the Part of Collateral Agent or Secured Parties. The powers conferred on the Collateral Agent hereunder are solely to protect the interests of the Secured Parties in the Collateral and shall not impose any duty upon the Collateral Agent or any Secured Party to exercise any such powers. The Collateral Agent and the Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their Indemnified Parties shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

SECTION 7. REMEDIES.

7.1 Generally.

(a) Subject to the terms and conditions of the Intercreditor Agreement, if any Event of Default shall have occurred and be continuing, the Collateral Agent may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or

otherwise available to it at law or in equity, all the rights and remedies of the Collateral Agent on default under the UCC or any other applicable law to collect, enforce or satisfy any Secured Obligations then owing, whether by acceleration or otherwise, and also may pursue any of the following separately, successively or simultaneously to the extent permitted by law:

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

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

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

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

(b) The Collateral Agent or any Secured Party may be the purchaser of any or all of the Collateral at any public or private (to the extent to the portion of the Collateral being privately sold is of a kind that is customarily sold on a recognized market or the subject of widely distributed standard price quotations) sale in accordance with the UCC and the Collateral Agent, as collateral agent for and representative of the Secured Parties, shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale made in accordance with the UCC, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Collateral payable by the Collateral Agent at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor agrees that it would not be commercially unreasonable for the Collateral Agent to dispose of the Collateral or any portion thereof by using Internet sites of established reputation and in general use that provide for the auction of assets of the types included in the Collateral being so disposed or that have the reasonable capability of doing so, or that match buyers and sellers of assets. To the extent permitted by law, each Grantor hereby waives any claims against the Collateral Agent arising by reason of the fact that the price at which any Collateral may have been sold at such a

private sale was less than the price which might have been obtained at a public sale, even if the Collateral Agent accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Grantors shall be liable for the deficiency and the fees of any attorneys employed by the Collateral Agent to collect such deficiency. Each Grantor further agrees that a breach of any of the covenants contained in this Section will cause irreparable injury to the Collateral Agent, that the Collateral Agent has no adequate remedy at law in respect of such breach and, as a consequence, that to the extent permitted by law, each and every covenant contained in this Section shall be specifically enforceable against such Grantor, and such Grantor hereby waives to the extent permitted by law, and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no default has occurred giving rise to the Secured Obligations becoming due and payable prior to their stated maturities.

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

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

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

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

7.4 Deposit Accounts.

If any Event of Default shall have occurred and be continuing, the Collateral Agent may, subject to the Intercreditor Agreement, apply the balance from any Deposit Account or instruct the bank at which any Deposit Account is maintained to pay the balance of any Deposit Account to or for the benefit of the Collateral Agent.

7.5 Investment Property.

Each Grantor recognizes that, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws, the Collateral Agent may be compelled, with respect to any sale of all or any part of the Investment Property (as defined in the UCC) conducted without prior registration or qualification of such Investment Property under the Securities Act and/or such state securities laws, to limit purchasers to those who will agree, among other things, to acquire the Investment Property for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges that any such private sale may be at prices and on terms less favorable than those obtainable through a public sale without such restrictions (including a public offering made pursuant to a registration statement under the Securities Act) and, notwithstanding such circumstances, each Grantor agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Collateral Agent shall have no obligation to engage in public sales and no obligation to delay the sale of any Investment Property for the period of time necessary to permit the issuer thereof to register it for a form of public sale requiring registration under the Securities Act or under applicable state securities laws, even if such issuer would, or should, agree to so register it. If the Collateral Agent determines to exercise its right to sell any or all of the Investment Property, upon written request, each Grantor shall and shall cause each issuer of any Pledged Stock to be sold hereunder, each partnership and each limited liability company from time to time to furnish to the Collateral Agent all such information as the Collateral Agent may reasonably request in order to determine the number and nature of interest, shares or other instruments included in the Investment Property which may be sold by the Collateral Agent in exempt transactions under the Securities Act and the rules and regulations of the Securities and Exchange Commission thereunder, as the same are from time to time in effect.

7.6 Intellectual Property.

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

(i) the Collateral Agent shall have the right (but not the obligation) to bring suit or otherwise commence any action or proceeding in the name of any Grantor, the Collateral Agent or otherwise, in the Collateral Agent's sole discretion, to enforce any Intellectual Property owned by Grantor, in which event such Grantor shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all documents required by the Collateral Agent in aid of such enforcement and such Grantor shall promptly, upon demand, reimburse and indemnify the Collateral Agent as provided in Section 10 hereof in connection with the exercise of its rights under this Section, and, to the extent that the Collateral Agent shall elect not to bring suit to enforce any such Intellectual Property as provided in this Section, each Grantor agrees to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement or other violation of any of such Grantor's rights in the Intellectual Property by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing as shall be necessary to prevent such infringement or violation;

(ii) subject to pre-existing rights and licenses, upon written demand from the Collateral Agent, each Grantor shall grant, assign, convey or otherwise transfer to the Collateral Agent or such Collateral Agent's designee all of such Grantor's right, title and interest in and to the Intellectual Property and shall execute and deliver to the Collateral Agent such documents as are necessary or appropriate to carry out the intent and purposes of this Agreement, provided, however, that the Collateral Agent's rights under all Copyright Licenses, Patent Licenses, Trademark Licenses and Trade Secret Licenses shall be subject to the terms of such license agreements; and

(iii) each Grantor agrees that such an assignment and/or recording shall be applied to reduce the Secured Obligations outstanding only to the extent that the Collateral Agent (or any Secured Party) receives cash proceeds in respect of the sale of, or other realization upon, the Intellectual Property.

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

(c) Solely for the purpose of enabling the Collateral Agent to exercise rights and remedies under this Section 7 and at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent, to the extent it has the right to do so, subject to pre-existing rights and licenses, a nonexclusive license (exercisable without payment of royalty or other compensation to such Grantor), subject, in the case of Trademarks, to sufficient rights to quality control and inspection in favor of such Grantor to avoid the risk of invalidation of said Trademarks, to use, operate under, license, or sublicense any Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located.

7.7 Receivables. The Collateral Agent shall have the right at any time following the occurrence and during the continuation of an Event of Default to notify, or require any Grantor to notify, any Account Debtor of the Collateral Agent's security interest in the Receivables and any Supporting Obligation and, in addition, at any time following the occurrence and during the continuation of an Event of Default, the Collateral Agent may: (1) direct the Account Debtors under any Receivables included in Collateral to make payment of all amounts due or to become due to such Grantor thereunder directly to the Collateral Agent; (2) notify, or require any Grantor to notify, each Person maintaining a lockbox or similar arrangement to which Account Debtors under any Receivables have been directed to make payment to remit all amounts representing collections on checks and other payment items from time to time sent to or deposited in such

lockbox or other arrangement directly to the Collateral Agent; and (3) enforce, at the expense of such Grantor, collection of any such Receivables and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. If the Collateral Agent notifies any Grantor that it has elected to collect the Receivables in accordance with the preceding sentence, any payments of Receivables received by such Grantor shall be forthwith (and in any event within two (2) Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Collateral Agent if required, in the Collateral Account maintained under the sole dominion and control of the Collateral Agent, and until so turned over, all amounts and proceeds (including checks and other instruments) received by such Grantor in respect of the Receivables, any Supporting Obligation or Collateral Support shall be received in trust for the benefit of the Collateral Agent hereunder and shall be segregated from other funds of such Grantor.

7.8 Cash Proceeds. In addition to the rights of the Collateral Agent specified in Section 4.3 with respect to payments of Receivables, if an Event of Default has occurred and is continuing all proceeds of any Collateral received by any Grantor consisting of cash, checks and other Cash Equivalents (collectively, "**Cash Proceeds**") shall be held by such Grantor in trust for the Collateral Agent, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, unless otherwise provided pursuant to Section 4.4(a)(ii) or the Intercreditor Agreement, be turned over to the Collateral Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Collateral Agent, if required) and held by the Collateral Agent in the Collateral Account. Any Cash Proceeds received by the Collateral Agent pursuant to Section 7.8, if an Event of Default shall have occurred and be continuing, shall be applied by the Collateral Agent against the Secured Obligations then due and owing.

SECTION 8. COLLATERAL AGENT.

The Collateral Agent has been appointed to act as Collateral Agent hereunder by Lenders and, by their acceptance of the benefits hereof, the other Secured Parties. The Collateral Agent shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of Collateral), solely in accordance with this Agreement and the Credit Agreement. In furtherance of the foregoing provisions of this Section, each Secured Party, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Collateral hereunder, it being understood and agreed by such Secured Party that all rights and remedies hereunder may be exercised solely by the Collateral Agent for the benefit of Secured Parties in accordance with the terms of this Section. Collateral Agent may resign or be removed as provided in Section 9.7 of the Credit Agreement. Upon the acceptance of any appointment as Collateral Agent hereunder by a successor Collateral Agent, that successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Collateral Agent under this Agreement, and the retiring or removed Collateral Agent under this Agreement shall promptly (i) transfer to such successor Collateral Agent all sums, Securities and other items of Collateral held by it hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Collateral Agent under this Agreement, and (ii) execute and deliver to such successor Collateral Agent or otherwise authorize the filing of such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Collateral Agent of the security interests created hereunder, whereupon such retiring or removed Collateral Agent shall be discharged from its duties and obligations under this Agreement. After any retiring or removed Collateral Agent's resignation or removal hereunder as the Collateral Agent, the

provisions of this Agreement and the Credit Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was the Collateral Agent hereunder.

SECTION 9. CONTINUING SECURITY INTEREST; TRANSFER OF LOANS.

This Agreement shall create a continuing security interest in the Collateral and shall remain in full force and effect until the Termination Date be binding upon each Grantor, its successors and assigns, and inure, together with the rights and remedies of the Collateral Agent hereunder, to the benefit of the Collateral Agent and its successors, transferees and assigns. Without limiting the generality of the foregoing, but subject to the terms of the Credit Agreement, any Lender may assign or otherwise transfer any Loans held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Lenders herein or otherwise. Upon the Termination Date, the security interest and Lien granted hereby shall automatically terminate and be released hereunder and of record and all rights to the Collateral shall revert to Grantors, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Grantors shall terminate, all without delivery of any instrument or performance of any act by any party. Upon the consummation of any disposition of any Collateral or Pledged Equity Interests permitted by the Credit Agreement, the security interest and Lien granted hereby in the Collateral or Pledged Equity Interest subject to such disposition shall automatically terminate and be released. Upon the consummation of any disposition of any Grantor permitted by the Credit Agreement, such Grantor shall be automatically released from its obligations hereunder and the security interest and Lien in the Collateral and Pledged Equity Interests of such Grantor shall automatically terminate and be released. Upon any such termination the Collateral Agent shall, at Grantors' expense, execute and deliver to Grantors such documents as Grantors shall reasonably request to evidence such termination and release, in form and substance reasonably satisfactory to the Collateral Agent.

SECTION 10. STANDARD OF CARE; COLLATERAL AGENT MAY PERFORM.

The powers conferred on the Collateral Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Collateral Agent accords its own property. Neither the Collateral Agent nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise. If any Grantor fails to perform any agreement contained herein, if any Event of Default has occurred and is continuing the Collateral Agent may itself perform, or cause performance of, such agreement, and the expenses of the Collateral Agent incurred in connection therewith shall be payable by each Grantor under Section 10.2 of the Credit Agreement.

SECTION 11. MISCELLANEOUS.

Any notice required or permitted to be given under this Agreement shall be given in accordance with Section 10.1 of the Credit Agreement. No failure or delay on the part of the

Collateral Agent in the exercise of any power, right or privilege hereunder or under any other Credit Document shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement and the other Credit Documents are cumulative to, and not exclusive of, any rights or remedies otherwise available. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists. This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and Grantors and their respective successors and assigns. No Grantor shall, without the prior written consent of the Collateral Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder. This Agreement and the other Credit Documents embody the entire agreement and understanding between Grantors and the Collateral Agent and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Credit Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

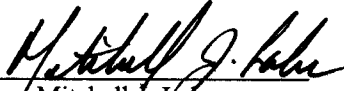
This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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 ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT THAT THE SAME ARE NOT MANDATORILY APPLICABLE BY STATUTE AND THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

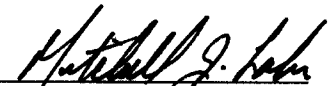
Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of May 10, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among The Bank of New York, as First Lien Collateral Agent and Goldman Sachs Credit Partners L.P., as Second Lien Collateral Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

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

CAREY INTERNATIONAL, INC.

By: 
Name: Mitchell J. Lahr
Title: Executive Vice President and
Chief Executive Officer

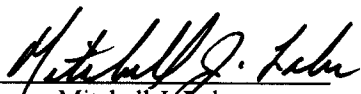
CAREY HOLDINGS, INC.

By: 
Name: Mitchell J. Lahr
Title: Executive Vice President and
Chief Executive Officer

[Signature Page to Second Lien Pledge and Security Agreement]

A.L. TRANSPORTATION, INC.
AMERICAN AIRPORT LIMOUSINE, INC.
ATG, INC.
BOSTON CARS, INC.
CAREY LICENSING, INC.
CAREY LIMOUSINE CHICAGO, INC.
CAREY LIMOUSINE CORPORATION
CAREY LIMOUSINE DALLAS, INC.
CAREY LIMOUSINE D.C., INC.
CAREY LIMOUSINE DETROIT, INC.
CAREY LIMOUSINE FLORIDA, INC.
CAREY LIMOUSINE INDIANA, INC.
CAREY LIMOUSINE L.A., INC.
CAREY LIMOUSINE NY, INC.
CAREY LIMOUSINE S.F., INC.
CAREY LIMOUSINE STAMFORD, INC.
CAREY LIMOUSINE WESTCHESTER, INC.
CAREY SERVICES, INC.
CLASSIC LIMOUSINE AIRPORT SERVICE,
INC.
EAST COAST TRANSPORTATION, INC.
LIMOS R US, INC.
MANHATTAN INTERNATIONAL LIMOUSINE
NETWORK LTD.
SQUIRE LIMOUSINE, INC.
SYD'S LIMOUSINE, INC.

By:


Name: Mitchell J. Lahr
Title: Vice President and Treasurer

[Signature Page to Second Lien Pledge and Security Agreement]

TRADEMARK
REEL: 003101 FRAME: 0242

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as the Collateral Agent

By: 
Authorized Signatory

[Signature Page to Second Lien Pledge and Security Agreement]

TRADEMARK
REEL: 003101 FRAME: 0243

SCHEDULE 4.7
TO PLEDGE AND SECURITY AGREEMENT

INTELLECTUAL PROPERTY

(A) Registered Intellectual Property

U.S. Trademarks	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner/Liens	Status/ Comment
CAREY	U.S.	1,107,533	11/28/78	Carey Licensing, Inc.	
CAREY (Stylized)	U.S.	1,375,117	12/10/85	Carey Licensing, Inc.	
CAREY TRANSPORTATION	U.S.	75/755871	07/20/99	Carey Licensing, Inc.	
THE WALL STREET RAT RACE	U.S.	1,908,940	08/01/95	Carey International, Inc.	
THE WALL STREET RAT RACE (and Design)	U.S.	1,498,068	07/26/88	Carey International, Inc.	
MANHATTAN INTERNATIONAL	U.S.	2,255,237	02/13/98	Manhattan International Limousine Network Ltd.	
MANHATTAN INTERNATIONAL (and Design)	U.S.	1,712,272	03/01/91	Manhattan International Limousine Network Ltd.	
CAREY DRIVEN TO DO MORE FOR YOU	U.S.	76/473,369	11/27/02	Carey Licensing, Inc.	Abandoned
CAREY YOUR CAR IS HERE	U.S.	76/473,370	11/27/02	Carey Licensing, Inc.	
CAREY UNIVERSITY	U.S.	24/61355	02/25/00	Carey Licensing, Inc.	

CAREY	Austria	107,950	TBP	Carey International, Inc.	
CAREY	Australia	591,958	TBP	Carey International, Inc.	
CAREY	Benelux	516,156	TBP	Carey International, Inc.	
CAREY	Canada	TMA 423,694	TBP	Carey International, Inc.	
CAREY	China	1,149,849	TBP	Carey International, Inc.	
CAREY	Denmark	VR 2,610 1985	TBP	Carey International, Inc.	
CAREY	France	92420630	TBP	Carey International, Inc.	
CAREY	Germany	2032667	TBP	Carey International, Inc.	
CAREY	Greece	79,186	TBP	Carey International, Inc.	
CAREY	Italy	690990	TBP	Carey International, Inc.	
CAREY	Japan	4,169,545	TBP	Carey International, Inc.	
CAREY	Malaysia	85/03002	TBP	Carey International, Inc.	
CAREY	Norway	122644	TBP	Carey International, Inc.	
CAREY	Spain	1,077,701	TBP	Carey International, Inc.	
CAREY	Sweden	195.348	TBP	Carey International, Inc.	
CAREY	Switzerland	336.375	TBP	Carey International, Inc.	
CAREY	United Kingdom	B 1,286,714	TBP	Carey International, Inc.	

SCHEDULE 4.7
TO PLEDGE AND SECURITY AGREEMENT

INTELLECTUAL PROPERTY

carey.aero	08.18.2005	careyhartford.com	08.06.2007	careysacramento.com	01.29.2008
careyalbuquerque.com	08.06.2007	careyhongkong.com	01.28.2008	careysaltlakecity.com	01.29.2008
careyasia.com	08.06.2007	careyhouston.com	11.10.2009	careysanantonio.com	01.29.2008
careyaustralia.com	08.06.2007	careyhungary.com	01.28.2008	careysanfrancisco.com	01.29.2008
careyaustria.com	08.06.2007	careyindia.com	01.28.2008	careyseattle.com	01.29.2008
careybahamas.com	01.28.2008	careyindianapolis.com	08.06.2007	careyserviceplus.com	01.29.2008
careybaltimore.com	08.06.2007	careyint.com	06.01.2009	careyspain.com	01.29.2008
careybelgium.com	08.06.2007	careyinternational.com	07.23.2009	careystamford.com	01.29.2008
careybirmingham.com	01.28.2008	careyireland.com	08.06.2007	careystlouis.com	01.29.2008
careyboston.com	08.06.2007	careyisrael.com	01.28.2008	careysweden.com	01.29.2008
careyboston.net	02.22.2009	careyitaly.com	08.06.2007	careysyracuse.com	01.29.2008
careybuffalo.com	08.06.2007	careyjacksonville.com	08.06.2007	careytampa.com	01.29.2008
careycalgary.com	08.06.2007	careyjapan.com	01.28.2008	careythailand.com	01.29.2008
careycanada.com	04.21.2008	careyjobs.com	01.28.2008	careytoronto.com	01.29.2008
careycar.com	12.27.2008	careykansascity.com	01.29.2008	careytransportation.com	08.08.2007
careycars.com	12.27.2008	careyknoxville.com	01.29.2008	careytucson.com	01.29.2008
careycharleston.com	08.06.2007	careylimousines.com	07.23.2009	careyturkey.com	01.29.2008
careycharlotte.com	08.06.2007	careylosangeles.com	08.06.2007	careyuk.com	01.20.2009
careychauffeur.com	12.27.2008	careylouisville.com	09.08.2007	carey-uk.com	12.05.2005
careychile.com	01.28.2008	careymanhattan.com	09.08.2007	careyuniversity.com	07.19.2009
careycincinnati.com	08.06.2007	careymaui.com	09.08.2007	careyusa.com	08.08.2007
careyclassic.com	12.27.2008	careymeetings.com	08.06.2007	careywashington.com	01.29.2008
careycleveland.com	08.06.2007	careymemphis.com	09.08.2007	careywestpalmbeach.com	01.29.2008
careycolumbus.com	08.06.2007	careymexico.com	01.29.2008	careywilmington.com	01.29.2008
careydallas.com	08.06.2007	careymiami.com	09.08.2007	clublimo.com	01.30.2009
careydenmark.com	08.08.2007	careymilwaukee.com	09.08.2007	clublimousine.com	01.29.2009
careydenver.com	08.08.2007	careyminnneapolis.com	09.08.2007	ecarey.aero	08.15.2005
careydesmoines.com	01.28.2008	careynashville.com	05.12.2010	ecarey.biz	01.17.2012
careydetroit.com	08.06.2007	careynetherlands.com	08.06.2007	ecarey.com	04.23.2009
careydfw.com	10.11.2009	careynewyork.com	09.08.2007	e-carey.com	12.27.2008
careydfwpnet.com	07.11.2005	careynewzealand.com	01.29.2008	ecarey.info	01.18.2012
careyemployment.com	01.28.2008	careynorfolk.com	09.08.2007	ecarey.net	12.27.2008
careyeurope.com	10.29.2008	careyorlando.com	09.08.2007	ecareycar.com	08.08.2007
careyevents.com	01.28.2008	careyphoenix.com	01.29.2008	ecareycars.com	08.08.2007
careyfinland.com	01.28.2008	careypittsburgh.com	01.29.2008	ecareyeurope.com	12.27.2008
carey-fr.com	08.27.2005	careyportland.com	01.29.2008	ecareyint.com	08.08.2007
careyfrance.com	08.06.2007	careypuertorico.com	01.29.2008	ecareyworldwide.com	08.08.2007
careygermany.com	08.06.2007	careyraleigh.com	01.29.2008	first-limousine.com	01.29.2007
careygreece.com	01.28.2008	careyratrace.com	08.06.2007	icarey.com	12.27.2008
careygreensboro.com	08.06.2007	careyres.com	12.27.2008	manlimo.com	05.19.2009
careyhartford.com	08.06.2007	careyroadshow.com	08.08.2007	milesexecutive.com	10.25.2009
careyharrisburg.com	01.28.2008	careyrussia.com	01.29.2008	mycarey.com	12.27.2008
				mychauf.com	04.05.2010

– See also Schedule 4.1(b) – Trade or Fictitious Names or Prior Corporate Names

SCHEDULE 4.7
TO PLEDGE AND SECURITY AGREEMENT

INTELLECTUAL PROPERTY

(B) Material Licenses

- Tradename License Agreement between Miles & Miles Limited and Carey England Limited (f/k/a Camelot Barthropp Limited) dated September 30, 2004.
- From time to time, Grantors enter into agreements to license Trademarks to franchisees and Independent Operators. Individually, none of the agreements would be considered to be material.

(C) Intellectual Property Exceptions:

- Grantors are aware that from time to time, third parties commit infringements upon Trademarks, including domain name registrations and telephone directory assistance listings.