

subject and subordinate to perfected security interests in or liens on such General Intangible in favor of GECC or Monogram, as well as to any rights of set-off or recoupment of GECC or Monogram in respect of such General Intangible);

- (viii) all Instruments;
- (ix) all Inventory (it being agreed that the Collateral Agent's security interest and lien in and on any Inventory constituting returned merchandise in respect of a Contractor Receivable or a Monogram Receivable shall be subject and subordinate to any perfected security interests in or liens on such Inventory in favor of GECC or Monogram);
- (x) all Trademark Licenses including (without limitation) those on Annex 1 hereto;
- (xi) all Trademarks, including (without limitation) those listed on Annex 1 hereto;
- (xii) all Vehicles;
- (xiii) all money (including all cash and cash equivalents and the like) whether or not held in any deposit or other accounts;
- (xiv) all books and records in whatever form in any way pertaining to the Collateral; and
- (xv) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing;

but excluding Collateral, if any, expressly subject to the Liens in existence on the date hereof granted under the Prudential Real Estate Financing.

Unless otherwise defined herein, capitalized terms which are defined in the Credit Agreement (as hereinafter defined) and used herein are so used as so defined; and the following terms have the following meanings:

"Account" means any right to payment for goods sold or leased or for services rendered which is not evidenced by an Instrument or Chattel Paper, whether or not it has been earned by performance.

"Administrative Agent" means Canadian Imperial Bank of Commerce, New York Agency, in its capacity as administrative