

SECURITY AND PLEDGE AGREEMENT

dated as of

April 29, 2014

among

CIRRUS LOGIC, INC.,

THE SUBSIDIARY GUARANTORS PARTY HERETO

and

**WELLS FARGO BANK, NATIONAL ASSOCIATION,
not in its individual capacity, but solely as Administrative Agent**

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SECURITY AND PLEDGE AGREEMENT

This SECURITY AND PLEDGE AGREEMENT (this "Agreement") dated as of April 29, 2014, is among Cirrus Logic, Inc., a Delaware corporation ("Borrower"), the Subsidiary Guarantors party hereto (together with the Borrower, the "Debtors"), and Wells Fargo Bank, National Association, as Administrative Agent under the Credit Agreement (as herein defined), not in its individual capacity, but solely as collateral agent for the Lenders and other Secured Parties (as such terms are defined herein) (in such capacity, together with its successors in such capacity, the "Administrative Agent").

RECITALS:

A. Pursuant to the Credit Agreement dated as of the date hereof (as amended, modified and supplemented from time to time, the "Credit Agreement"), among the Borrower, the lenders party thereto (the "Lenders") and the Administrative Agent, the Lenders agreed to make available loans and other extensions of credit to the Borrower.

B. It is a condition to the obligations of the Lenders and the Administrative Agent under the Credit Agreement to make available loans and other extensions of credit to the Borrower that Debtors shall have granted Liens securing the Obligations and executed and delivered this Agreement.

C. To induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce certain of the Secured Parties to make loans and/or extend other credit to the Borrower, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtors have agreed to grant security interests in the Collateral as security for the Secured Obligations.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.01 Definitions. Capitalized terms not otherwise defined herein have the respective meanings assigned to them in the Credit Agreement. All terms used herein that are not defined herein or in the Credit Agreement and are defined in the UCC have the meanings therein stated. In addition, the following terms have the following meanings under this Agreement:

"Accounts" means all accounts (as defined in the UCC) and all general intangibles (including payment intangibles) (as defined in the UCC) of any Debtor constituting any right to the payment of money, whether or not earned by performance, including all moneys due and to become due to any Debtor in respect of any loans or advances or for Inventory or Equipment or other goods sold or leased or for services rendered, tax refunds, insurance refund claims and other insurance claims and proceeds and any guarantee of any of the foregoing.

“Administrative Agent” has the meaning set forth in the introductory paragraph to this Agreement.

“Agreement” has the meaning set forth in the introductory paragraph to this Agreement.

“Borrower” has the meaning set forth in the introductory paragraph to this Agreement.

“Collateral” has the meaning assigned to such term in Section 2.01.

“Contracts” means, collectively, with respect to each Debtor, all sale, service, performance, equipment or property lease contracts, agreements and grants and all other contracts, agreements or grants (in each case, whether written or oral, or third party or intercompany), between such Debtor and third parties, and all assignments, amendments, restatements, supplements, extensions, renewals, replacements or modifications thereof.

“Control” means (i) in the case of each Deposit Account, “control,” as such term is defined in Section 9-104 of the UCC, and (ii) in the case of any certificated security, uncertificated security or security entitlement, “control,” as such term is defined in Section 8-106 of the UCC and (iii) in the case of any commodity contract, “control,” as such term is defined in Section 9-106 of the UCC.

“Copyrights” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to (a) all copyright rights in any work subject to the copyright laws of any Governmental Authority, whether as author, assignee, transferee, or otherwise, (b) all registrations and applications for registration of any such copyright in any Governmental Authority, including registrations, recordings, supplemental registrations, and pending applications for registration in any jurisdiction, and (c) all rights to use and/or sell any of the foregoing.

“Credit Agreement” has the meaning set forth in Recital A.

“Deposit Account Control Agreement” means a deposit account control agreement in a form reasonably satisfactory to the Administrative Agent.

“Deposit Accounts” means, collectively, with respect to each Debtor, (i) all “deposit accounts” (as defined in the UCC) and (ii) all cash, funds, checks, notes and instruments from time to time on deposit in any of the accounts described in clause (i) of this definition.

“Documents” means all “documents” (as defined in the UCC) or other receipts covering, evidencing or representing Inventory or Equipment.

“Equipment” means, with respect to each Debtor, all “equipment” (as defined in the UCC) and all other goods of such Debtor that are used or acquired for use in its business, including all spare parts and related supplies, all goods obtained by such Debtor in exchange for any such goods, all substances, if any, commingled with or added to those goods and all upgrades and other improvements to those goods, in each case to the extent not constituting Inventory or Vehicles.

“Excluded Accounts” means any Deposit Accounts used for (i) payroll, payroll taxes, insurance and other employee wage and benefit payments for the benefit of the Debtors’ employees, (ii) escrow, trust, disbursement or other fiduciary accounts and (iii) accounts located outside the United States.

“Excluded Equity” means any Capital Stock in excess of 65% of the voting stock of any Foreign Subsidiary or Excluded Subsidiary and any Capital Stock in joint ventures if the organizational documents of such joint venture prohibit Liens on the Capital Stock thereof.

“Excluded Property” means:

- (a) all Excluded Equity;
- (b) all Excluded Accounts;
- (c) all Intellectual Property;
- (d) all Contracts;
- (e) all real property interests;
- (f) any property or assets of any Debtor to the extent that the grant of a security interest therein is prohibited by any law or any Governmental Authority;
- (g) any Debtor’s rights or interests in any permit, license, franchise, lease contract, General Intangible or agreement to which such Debtor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such permit, license, franchise, lease, contract, General Intangible or agreement or otherwise, result in a breach of the terms of, or constitute a default under any permit, license, franchise, lease, contract, General Intangible or agreement to which such Debtor is a party (except to the extent any such provision would be rendered ineffective pursuant to the UCC or any other applicable law); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Collateral shall include, and such Debtor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect;
- (h) any property now owned or hereafter acquired by any Debtor that is subject to a purchase money Lien or a capital lease permitted under the Credit Agreement if the contractual obligation pursuant to which such Lien is granted (or the documentation providing for such purchase money Lien or capital lease) prohibits the creation by such Debtor of a Lien thereon or requires the consent of any person other than a Loan Party which consent has not been obtained as a condition to the creation of any other Lien on such property (except to the extent any such provision would be rendered ineffective pursuant to the UCC or any other applicable law);
- (i) assets sold to a Person who is not a Loan Party in compliance with the Credit Agreement;

(j) all Vehicles; and

(k) leasehold interests in real property with respect to which any Debtor is a tenant or subtenant.

“General Intangibles” means all “general intangibles” (as defined in the UCC) now owned or hereafter acquired by any Debtor, including (i) all obligations or indebtedness owing to any Debtor from whatever source arising, (ii) all Governmental Approvals and (iii) all rights or claims in respect of refunds for taxes paid.

“Instruments” means all “instruments” (as defined in the UCC) of any Debtor evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any Account, including promissory notes, drafts, bills of exchange and trade acceptances now owned or hereafter acquired and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any of the Instruments.

“Intellectual Property” means all Patents, Copyrights and all Trademarks, together with (a) all inventions, processes, production methods, proprietary information, know-how and trade secrets; (b) all licenses or user or other agreements granted to any Debtor with respect to any of the foregoing, in each case whether now or hereafter owned or used, including the contracts, licenses, or other agreements with respect to the Patent, Copyright or the Trademark; (c) all information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs; (d) all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured; (e) all accounting information and all media in which or on which any information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; and (f) all causes of action, claims and warranties now or hereafter owned or acquired by any Debtor in respect of any of the items listed above.

“Inventory” means all inventory (as defined in the UCC) and all other goods of any Debtor held for sale, lease or furnishing under a contract of service (including to its Subsidiaries or Affiliates) or that constitute raw materials, work in process or material used or consumed in its business, including all spare parts and related supplies, all goods obtained by any Debtor in exchange for such goods, all products made or processed from such goods and all substances, if any, commingled therewith or added to such goods, in each case to the extent not constituting Equipment or Vehicles.

“Investment Property” means a security, whether certificated or uncertificated, security entitlement, securities account, commodity contract or commodity account (in each case, as defined in the UCC).

“Issuer” means the issuer of any Securities Collateral that is a Subsidiary of the Borrower.

“Patents” means, collectively, (i) all patents and patent applications, including the inventions and improvements described and claimed therein, and all patentable inventions, (ii) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and (iii) all rights, licenses and goodwill arising out of the foregoing, now existing or hereafter coming into existence, (A) to all income, profits, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including damages and payments for past, present or future infringements thereof, (B) to sue for past, present and future infringements thereof, and (C) otherwise accruing under or pertaining to any of the foregoing throughout the world.

“Person” means any natural person, partnership, corporation (including a business trust), joint stock company, trust, limited liability company, unlimited liability company, limited liability partnership, unincorporated association, joint venture, or other entity, or Governmental Authority, or any trustee, receiver, custodian, or similar official.

“Proceeds” has the meaning assigned to such term in the UCC, including all proceeds of insurance and all condemnation awards and all other compensation for any casualty event with respect to all or any part of the Collateral (together with all rights to recover and proceed with respect to the same).

“Records” has the meaning assigned to such term in Section 4.05.

“Secured Obligations” has the meaning assigned to such term in the Credit Agreement.

“Secured Parties” has the meaning assigned to such term in the Credit Agreement.

“Securities Collateral” means the Capital Stock (whether such Capital Stock is securities or general intangibles under the UCC) owned by any Debtor, including such Capital Stock identified on Annex 1 hereto and any Capital Stock subsequently pledged to the Administrative Agent pursuant to any supplement hereto, and the certificates or other instruments representing any of the foregoing and any interest of a Debtor in the entries on the books of any securities intermediary pertaining thereto (the “Pledged Shares”), and all dividends, distributions, returns of capital, cash, warrants, options, rights, instruments, rights to vote or manage the business of such Person pursuant to organizational documents governing the rights and obligations of the stockholders, partners, members or other owners thereof 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 Pledged Shares. Notwithstanding the foregoing or anything in this Agreement to the contrary, in no event shall “Securities Collateral” include any Excluded Equity.

“Security Interest” means the security interest in the Collateral granted by Debtors under this Agreement.

“Trademarks” means, collectively, (i) all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, (ii) all renewals of trademark and service mark registrations, and (iii) all rights (A) to all income, royalties, damages and other payments (including in respect of all past, present and future infringements) with respect to any of the foregoing, (B) to sue for all past, present and future infringements thereof, and (C) otherwise accruing under or pertaining to any of the

foregoing, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark.

“UCC” means the Uniform Commercial Code as now or hereafter adopted and in effect in the State of New York; provided that if, by reason of mandatory provisions of Law, the perfection or the effect of perfection or non-perfection of any Security Interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, “UCC” means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or the effect of perfection or non-perfection.

“Vehicles” means all cars, trucks, trailers and other vehicles covered by a certificate of title under the laws of any state, all tires and all other appurtenances to any of such vehicles.

ARTICLE II

COLLATERAL

2.01 Grant of Security Interest. As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, each Debtor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of such Debtor’s right, title and interest in, to and under the following property, whether now owned or hereafter acquired by such Debtor and whether now existing or hereafter coming into existence and wherever located (collectively, the “Collateral”):

- (a) all Accounts;
- (b) all Deposit Accounts;
- (c) all Documents;
- (d) all Equipment;
- (e) all General Intangibles;
- (f) all Governmental Approvals;
- (g) all Instruments;
- (h) all Inventory;
- (i) all Investment Property (including all Securities Collateral);
- (j) all rights, claims and benefits of such Debtor against any Person arising out of, relating to or in connection with Inventory or Equipment purchased by such Debtor, including any such rights, claims or benefits against any Person storing or transporting such Inventory or Equipment;

(k) all other tangible and intangible personal property of such Debtor, including all cash, products, rents, revenues, issues, profits, royalties, income, benefits, commercial tort claims, letter-of-credit rights, supporting obligations, accessions to, substitutions and replacements for any and all of the foregoing, any indemnity, warranty or guarantee payable by any reason of loss or damage to or otherwise with respect to any of the foregoing, and all causes of action, claims and warranties now or hereafter held by such Debtor in respect of any of the items listed above;

(l) all books, correspondence, credit files, records, invoices and other papers, including all tapes, cards, computer runs and other papers and documents in the possession or under the control of such Debtor or any computer bureau or service company from time to time acting for such Debtor; and

(m) all Proceeds of the collateral described in the foregoing clauses (a) through (l).

Notwithstanding anything herein to the contrary, the Collateral shall not include, whether now owned or hereafter acquired, any Excluded Property.

2.02 Termination of Security Interests. This Agreement and the Security Interests shall terminate and all rights to the Collateral shall revert to the Debtors when (i) all outstanding Secured Obligations (other than contingent indemnification obligations and obligations in respect of Secured Cash Management Agreements) shall have been paid in full (or, with respect to obligations under Secured Hedge Agreements, as to which credit support or other arrangements shall have been provided or agreed to by the Hedge Bank and the applicable Debtor) and (ii) all Commitments under the Credit Agreement shall have expired or been terminated. Upon such termination, the Administrative Agent shall (at the written request and expense of the Borrower) promptly cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining Collateral and money received in respect thereof, to or on the order of the Borrower. The Administrative Agent shall also (at the written request and expense of the Borrower) promptly execute and deliver to the Borrower upon such termination such UCC termination statements, releases and such other documentation as shall be reasonably requested by the Borrower to effect the termination and release of the Security Interests on the Collateral.

2.03 Partial Release of Collateral. Upon the disposition of any Collateral in accordance with the Credit Agreement, such Collateral shall be deemed released from the security interest granted under this Agreement and the Administrative Agent shall, upon the written request of (and at the sole cost and expense of) the Borrower, promptly execute and deliver to the Borrower such UCC termination statements, releases and such other documentation as the Borrower may reasonably request to effect the termination and release of the Liens on such Collateral.

2.04 Security Interest Absolute. To the maximum extent permitted by applicable law, the rights and remedies of the Administrative Agent hereunder, the Liens created hereby, and the obligations of the Debtors under this Agreement are absolute, irrevocable and unconditional and will remain in full force and effect without regard to, and will not be released,

suspended, discharged, terminated or otherwise affected by, any circumstance or occurrence whatsoever (other than termination pursuant to Section 2.02 or partial release pursuant to Section 2.03), including:

(a) any renewal, extension, amendment, or modification of, or addition or supplement to or deletion from, any of the Loan Documents or any other instrument or agreement referred to therein, or any assignment or transfer of any thereof;

(b) any waiver of, consent to or departure from, extension, indulgence or other action or inaction under or in respect of any of the Secured Obligations, this Agreement, any other Loan Document or other instrument or agreement relating thereto, or any exercise or non-exercise of any right, remedy, power or privilege under or in respect of the Secured Obligations, this Agreement, any other Loan Document or any such other instrument or agreement relating thereto;

(c) any furnishing of any additional security for the Secured Obligations or any part thereof to the Administrative Agent or any other Person or any acceptance thereof by the Administrative Agent or any other Person or any substitution, sale, exchange, release, surrender or realization of or upon any such security by the Administrative Agent or any other person or the failure to create, preserve, validate, perfect or protect any other Lien granted to, or purported to be granted to, or in favor of, the Administrative Agent or any other Secured Party;

(d) any invalidity, irregularity or unenforceability of all or any part of the Secured Obligations, any Loan Document or any other agreement or instrument relating thereto or any security therefor;

(e) the acceleration of the maturity of any of the Secured Obligations or any other modification of the time of payment thereof; or

(f) any other event or circumstance whatsoever that might otherwise constitute a legal or equitable discharge of a surety or a guarantor, it being the intent of this Section 2.04 that the obligations of the Debtors hereunder shall be absolute, irrevocable and unconditional under any and all circumstances.

2.05 Joinder of Additional Debtors. Upon the execution and delivery of a supplement hereto by a Subsidiary that is required to be a Subsidiary Guarantor pursuant to Section 8.14 of the Credit Agreement, such Subsidiary shall constitute a "Debtor" for all purposes hereunder with the same force and effect as if originally named as a Debtor herein. The execution and delivery of such supplement shall not require the consent of any Debtor hereunder. The rights and obligations of each Debtor hereunder shall remain in full force and effect notwithstanding the addition of any new Debtor as a party to this Agreement.

2.06 Limit of Liability. Notwithstanding the foregoing, the security interest granted by each Debtor hereunder shall be limited to the extent necessary so that its obligations hereunder would not be subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provisions of any applicable state law.

2.07 Reinstatement. This Agreement and the Liens created hereunder shall automatically be reinstated if and to the extent that for any reason any payment by or on behalf of any Debtor in respect of the Secured Obligations is rescinded or must otherwise be restored by any holder of the Secured Obligations, whether as a result of any fraudulent conveyance, proceedings in bankruptcy or reorganization or otherwise (other than with respect to contingent indemnification obligations, obligations in respect of Secured Cash Management Agreements and obligations under Secured Hedge Agreements as to which credit support or other arrangements were provided or agreed to by the Hedge Bank and the applicable Debtor).

ARTICLE III

PERFECTION OF SECURITY INTEREST

3.01 Perfection Filings. Each Debtor hereby authorizes the Administrative Agent to prepare, execute, deliver, file and/or record (without the signature of such Debtor to the extent permitted by applicable law) any financing statement, continuation statement, amendment or other document that may be necessary or desirable (in the reasonable judgment of the Administrative Agent): (i) to create, preserve, perfect or validate the Security Interest; or (ii) or to enable the Administrative Agent to exercise and enforce its rights hereunder with respect to such Security Interest. The Debtors shall pay the costs of, or incidental to, any recording or filing of any such financing or continuation statement, amendment or other document or otherwise arising out of or in connection with the execution and delivery of this Agreement. The Debtors irrevocably authorize the Administrative Agent to file such financing statements describing the collateral as “all of the Debtor’s personal property other than contracts and intellectual property” or “all of the Debtor’s assets other than contracts and intellectual property”.

3.02 Perfection in Certain Types of Collateral. Subject to Section 3.06, each Debtor shall:

(a) subject to Section 3.03, with respect to any Instrument with a face value in excess of \$1,000,000, promptly deliver to the Administrative Agent all such Instruments, endorsed and/or accompanied by instruments of assignment and transfer in such form and substance as the Administrative Agent may reasonably request;

(b) subject to Section 8.17 of the Credit Agreement, with respect to any certificated securities representing Securities Collateral which are to be physically possessed (other than the Target Shares), promptly deliver to the Administrative Agent all such certificated securities, endorsed or accompanied by instruments of transfer or assignment in such form and substance as the Administrative Agent may reasonably request;

(c) intentionally deleted;

(d) with respect to any Deposit Account opened after the date hereof (other than (i) Deposit Accounts maintained with the Administrative Agent, (ii) any Deposit Accounts with less than \$3,000,000 on deposit or (iii) any Excluded Account), deliver to

the Administrative Agent, within thirty (30) days after the opening of such Deposit Account, a Deposit Account Control Agreement, executed by such Debtor and the financial institution maintaining such Deposit Account;

(e) subject to Section 8.17 of the Credit Agreement, with respect to any securities account opened after the date hereof, deliver to the Administrative Agent, within thirty (30) days after the opening of such securities account, a securities account control agreement executed by such Debtor and the securities intermediary maintaining such securities account;

(f) deliver to the Administrative Agent any and all certificates of title of all Equipment constituting Collateral owned by such Debtor with a fair market value, as determined in good faith by the Borrower, in excess of \$1,000,000 and shall cause the Administrative Agent to be named as lienholder on any such certificate of title so delivered;

(g) if such Debtor is at any time a beneficiary under a letter of credit having a value in excess of \$2,500,000 now or hereafter issued in favor of such Debtor, promptly notify the Administrative Agent thereof and such Debtor shall, at the request of the Administrative Agent, pursuant to an agreement in form and substance reasonably satisfactory to the Administrative Agent, use commercially reasonable efforts to either (i) arrange for the issuer and any confirmer of such letter of credit to consent to an assignment to the Administrative Agent of the proceeds of any drawing under the letter of credit or (ii) arrange for the Administrative Agent to become the transferee beneficiary of such letter of credit, with the Administrative Agent agreeing, in each case, that the proceeds of any drawing under the letter of credit are to be applied as provided in the Credit Agreement; and

(h) if such Debtor shall at any time hold or acquire a commercial tort claim in an amount estimated to exceed \$1,000,000, promptly notify the Administrative Agent in writing signed by such Debtor of the brief details thereof and grant to the Administrative Agent in such writing a security interest therein and in the Proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Administrative Agent.

3.03 Instruments. So long as no Event of Default shall have occurred and be continuing, each Debtor may retain for collection in the ordinary course any Instruments received by it in the ordinary course of business, and the Administrative Agent shall, promptly upon request and at the expense of any Debtor, make appropriate arrangements for making any Instrument pledged by such Debtor and held by the Administrative Agent available to such Debtor for purposes of presentation, collection or renewal (any such arrangement to be effected, to the extent deemed appropriate by the Administrative Agent, against trust receipt or like document).

3.04 Further Assurances. Each Debtor shall, from time to time, at its sole expense, promptly execute, deliver, file and record all further agreements, assignments, instruments, documents and certificates and take all further action that may be reasonably

necessary or reasonably desirable, or that the Administrative Agent may reasonably request under the laws of the United States, in order to create, preserve, and perfect the Security Interest in the Collateral or to enable the Administrative Agent to obtain the full benefits of the Security Documents (including the delivery of possession of any Collateral required to be delivered hereunder that hereafter comes into existence or is acquired in the future by the Administrative Agent as pledgee for the benefit of the Secured Parties), or to enable the Administrative Agent to exercise and enforce any of its rights, powers and remedies thereunder with respect to any of such Collateral.

3.05 Use of Collateral. So long as no Event of Default shall have occurred and be continuing, except as otherwise provided herein or in the Credit Agreement, each Debtor shall be entitled to use and possess the Collateral and to exercise its rights, title and interest in all Contracts and Governmental Approvals subject to the rights, remedies, powers and privileges of the Administrative Agent under Article VI and to such use, possession or exercise not otherwise constituting an Event of Default.

3.06 Administrative Agent's Authority to Modify. Notwithstanding the foregoing, the parties hereto acknowledge and agree (a) in circumstances where the Administrative Agent reasonably determines that the cost or effort of obtaining or perfecting a security interest in any asset that constitutes Collateral is excessive in relation to the benefit afforded to the Secured Parties thereby, the Administrative Agent may exclude such Collateral from the creation of perfection requirements set forth in this Agreement and the other Loan Documents, (b) the Administrative Agent may grant extensions of time for the creation and/or perfection of Liens in a particular property (including extensions of time beyond the Closing Date) where it determines that such creation and/or perfection cannot be accomplished without undue effort and/or expense by the time or times at which it would otherwise be required by this Agreement or any other Loan Document and (c) no Debtor shall be required to take actions outside the United States to create and/or perfect local law security in any Collateral.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Each Debtor represents and warrants to the Secured Parties as follows:

4.01 Security Documents. This Agreement is effective to create in favor of the Administrative Agent for the benefit of the Secured Parties a legal, valid and enforceable security interest in and Lien on the Collateral and, (a) when financing statements and other filings in appropriate form are filed in the offices specified on Annex 2, (b) upon the taking of possession or Control by the Administrative Agent of the Collateral with respect to which a security interest may be perfected only by possession or Control (which possession or Control shall be given to the Administrative Agent to the extent possession or Control by the Administrative Agent is required by this Agreement) and (c) when the notation of a lien in favor of the Administrative Agent is notated on the certificate of title for any Collateral with respect to which a security interest may be perfected only by such notations, the Lien created by this Agreement shall constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Debtors in the Collateral for which such methods of perfection are applicable and

without regard to laws outside of the United States, in each case subject to no Liens other than Permitted Liens.

4.02 Title. Each Debtor has good title or other rights to all Collateral in which it purports to grant a Lien pursuant to this Agreement, and such Collateral is free and clear of all Liens other than Permitted Liens and such defects in title as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No currently effective financing statement or other instrument similar in effect is on file in any recording office covering all or any part of the Collateral, except such as may have been filed evidencing Permitted Liens or except as will be released concurrently with the closing of the transactions contemplated in the Credit Agreement.

4.03 Chief Executive Office; Change of Name; Jurisdiction of Organization. As of the date hereof the exact legal name, type of organization, jurisdiction of organization, Federal Taxpayer Identification Number, organizational identification number and chief executive office of each Debtor is indicated next to its name in Annex 3.

4.04 Corporate Names; Prior Transactions. Each Debtor has not, during the past five years, been known by or used any other corporate name or been a party to any merger or consolidation, or acquired all or substantially all of the assets of any person, except as set forth in Annex 4.

4.05 Records. As of the Closing Date, the principal place of business and chief executive office of each Debtor and the office where each Debtor keeps its primary books and records concerning the Collateral (hereinafter, collectively called the “Records”) is located at the address set out on Annex 5.

4.06 Changes in Circumstances. Debtor has not, within the period of four months prior to the date hereof: (i) changed its location (as defined in Section 9-307 of the UCC); (ii) changed its name; or (iii) become a “new debtor” (as defined in Section 9-102(a)(56) of the UCC) with respect to a security agreement previously entered into by any other Person.

4.07 Intentionally Deleted.

4.08 Title to Capital Stock. As of the Closing Date, Debtor owns the Capital Stock listed as being owned by it in Annex 1 hereto, free and clear of any Lien other than the Security Interests or Permitted Liens or except as will be released concurrently with the closing of the transactions contemplated in the Credit Agreement.

4.09 Financing Statements and Other Filings; Maintenance of Perfected Security Interest. The only UCC filings necessary to perfect the security interest granted by each Debtor to the Administrative Agent (for the benefit of the Secured Parties) pursuant to this Agreement in respect of the Collateral are listed in Annex 2.

4.10 Deposit Accounts. As of the Closing Date, no Debtor maintains any Deposit Accounts other than the accounts listed in Annex 7 and Excluded Accounts.

4.11 Investment Property. As of the Closing Date, no Debtor has any Securities Accounts or Commodity Accounts other than those listed in Annex 8, and the Administrative Agent has a perfected security interest in such Securities Accounts and Commodity Accounts as a result of filing the applicable UCC financing statements in each case subject to Permitted Liens.

4.12 Instruments and Tangible Chattel Paper. As of the Closing Date, no principal amount in excess of \$1,000,000 payable under or in connection with any of the Collateral is evidenced by any Instrument or tangible chattel paper other than such Instruments and tangible chattel paper listed in Annex 9.

4.13 Electronic Chattel Paper. As of the Closing Date no amount payable under or in connection with any of the Collateral is evidenced by any electronic chattel paper other than such electronic chattel paper listed in Annex 10.

4.14 Letters of Credit. As of the Closing Date, no Debtor is a beneficiary under any letter of credit having a face value in excess of \$2,500,000 issued in favor of such Debtor except as listed in Annex 11.

4.15 Commercial Tort Claims. As of the Closing Date, such Debtor holds no commercial tort claims which might reasonably result in awarded damages (less any and all legal and other expenses incurred or reasonably expected to be incurred by such Debtor) in excess of \$1,000,000 other than those listed in Annex 12.

ARTICLE V

COVENANTS

In furtherance of the grant of the Security Interests pursuant to Article II, each Debtor hereby agrees with the Administrative Agent as follows:

5.01 Access to Records. Each Debtor shall permit inspections in accordance with Section 8.13 of the Credit Agreement. Upon the occurrence and during the continuation of any Event of Default, at the Administrative Agent's request, each Debtor shall promptly deliver copies of any and all such Records to the Administrative Agent. Notwithstanding the preceding, no Debtor shall be required to disclose or discuss, or permit the inspection, examination or making of extracts of any document, book, record or other matter that (A) constitutes non-financial trade secrets or non-financial proprietary information, (B) in respect of which disclosure to the Administrative Agent, such Lender or their representatives is then prohibited by applicable law or any agreement binding on Debtor or (C) is protected from disclosure by the attorney-client privilege or the attorney work product privilege. The rights granted under this Section 5.01 are subject to the terms and conditions in Section 8.13 of the Credit Agreement

5.02 Other Financing Statements and Liens. Without the prior written consent of the Administrative Agent, each Debtor shall not file or authorize or permit to be filed or to be on file, in any jurisdiction, any financing statement or like instrument with respect to the Collateral in which the Administrative Agent is not named as the sole secured party for the

benefit of the Secured Parties except to the extent such filing or like instrument pertains to a Lien permitted under the Credit Agreement.

5.03 Reports. Each Debtor shall furnish to the Administrative Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Administrative Agent may reasonably request, all in reasonable detail; provided, however, absent the existence of an Event of Default, the Debtors shall only be required to deliver such information quarterly. Upon the reasonable request of Administrative Agent, the Borrower shall deliver to the Administrative Agent a schedule of all locations where material Inventory and Equipment constituting Collateral are located.

5.04 Adverse Claims. Each Debtor shall defend, all at its own expense, such Debtor's title and the existence, perfection and priority of the Administrative Agent's security interest in the Collateral against all adverse claims (other than Permitted Liens).

5.05 Prohibition of Certain Changes. Except to the extent permitted by the Credit Agreement, no Debtor shall change (a) its name, identity, corporate structure or the jurisdiction under which it is organized, or (b) its chief executive office or chief place of business, unless such Debtor shall have given the Administrative Agent 30 days' prior notice thereof (or such lesser time as the Administrative Agent may agree) and taken such further actions with respect thereto as the Administrative Agent may reasonably require.

5.06 Records. Each Debtor shall keep Records in accordance with the Credit Agreement.

5.07 Collection of Accounts. Each Debtor shall use commercially reasonable efforts to cause to be collected from its account debtors, as and when due, in the ordinary course of business consistent with its past practice, any and all amounts owing under or on account of each of its Accounts (including Accounts that are delinquent, such Accounts to be collected in accordance with lawful collection procedures and Debtor's ordinary procedures) and shall apply forthwith upon receipt thereof all such amounts as are so collected to the outstanding balance of such Accounts. The costs and expenses (including attorney's fees) of collection, whether incurred by a Debtor or the Administrative Agent, shall be borne by such Debtor.

5.08 Disposition of Collateral. No Debtor shall sell, lease, exchange, assign or otherwise dispose of, or grant any option with respect to, any of its Collateral except as permitted by the Credit Agreement.

5.09 Special Provisions Relating to Certain Collateral.

(a) Deposit Accounts. No Debtor shall grant Control of any Deposit Account (other than Excluded Accounts) to any Person other than the Administrative Agent. Subject to the time period set forth in Section 3.02(d), the Debtors shall not permit the amount on deposit in any Deposit Account (other than any Excluded Account) over which the Administrative Agent does not have Control to exceed \$3,000,000.

(b) Securities Collateral.

(i) No Debtor shall take any action that would result in (A) the revocation of any election to treat any Securities Collateral as certificated securities, and (B) an election to treat as certificated securities any Securities Collateral that constitute uncertificated securities, in each case unless such Debtor complies with Section 3.02 in respect of such Collateral.

(ii) So long as Administrative Agent has not exercised remedies with respect to the Collateral under this Agreement or any other Loan Document upon the occurrence and during the continuation of an Event of Default, Debtors reserve the right to exercise all voting and other rights, title and interest with respect to the Collateral (except as limited by the Loan Documents) and to receive all income, gains, profits, dividends and other distributions or payments from the Collateral whether non-cash dividends, cash, options, warrants, stock splits, reclassifications, rights, instruments or other investment property or 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 rights and interests (except as limited by the Loan Documents); provided that no vote shall be cast, right exercised or other action taken which could reasonably be expected to result in a Material Adverse Effect.

(iii) In furtherance of the right of the Administrative Agent to exercise voting rights following the occurrence and continuance of an Event of Default, each Debtor shall execute and deliver to the Administrative Agent a proxy in a form acceptable to the Administrative Agent with respect to each item of Securities Collateral owned by it. No Debtor shall grant a proxy that would conflict with any proxy granted to the Administrative Agent pursuant to the preceding sentence so long as the Security Interests remain in effect.

ARTICLE VI

REMEDIES

6.01 Events of Default, Etc. Subject to Section 6.12, if any Event of Default shall have occurred and be continuing:

(a) the Administrative Agent shall have, and in its discretion may exercise, the rights and remedies with respect to this Agreement as more particularly provided herein or in the Credit Agreement;

(b) each Debtor shall, upon the reasonable request of the Administrative Agent, assemble Collateral owned by it (and not otherwise in the possession of the Administrative Agent) at such place or places, reasonably convenient to both the Administrative Agent and such Debtor, designated in such request;

(c) the Administrative Agent may (but shall not be obligated to), without notice to any Debtor and at such times as the Administrative Agent in its sole discretion

may determine, exercise any or all of Debtors' rights in, to and under, or in any way connected to, the Collateral and the Administrative Agent shall otherwise have and may (but shall not be obligated to) exercise all of the rights, powers, privileges and remedies with respect to the Collateral of a secured party under the UCC (whether or not said UCC is in effect in the jurisdiction where the rights, powers, privileges and remedies are asserted) and such additional rights, powers, privileges and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights, powers, privileges and remedies hereunder may be asserted, including the right, to the maximum extent permitted by applicable law, to exercise all voting, consensual and other powers of ownership pertaining to the Collateral as if the Administrative Agent were the sole and absolute owner thereof (and the Debtors agree to take all such action as may be appropriate to give effect to such right);

(d) the Administrative Agent may (but shall not be obligated to) make any reasonable compromise or settlement it deems desirable with respect to any of the Collateral and may (but shall not be obligated to) extend the time of payment, arrange for payment in installments, or otherwise modify the terms, of all or any part of the Collateral;

(e) the Administrative Agent may (but shall not be obligated to), in its name or in the name of any Debtor or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the Collateral;

(f) the Administrative Agent may (but shall not be obligated to) sell, lease, assign or dispose of all or any part of the Collateral which shall then be or shall thereafter come into the possession, custody or control of the Administrative Agent, any other Secured Party or any of their respective agents at such place or places as the Administrative Agent deems best, and for cash or for credit or for future delivery (without thereby assuming any credit risk), at public or private sale, without demand of performance or notice of intention to effect any such disposition or of the time or place thereof except such notice as is required by applicable law and cannot be waived. If, pursuant to applicable law, prior notice of sale of the Collateral under this Section is required to be given to any Debtor, each Debtor hereby acknowledges that the minimum time required by such applicable law, or if no minimum time is specified, 15 days, shall be deemed a reasonable notice period. The Administrative Agent or any other Secured Party or anyone else may be the purchaser, lessee, assignee or recipient of any or all of the Collateral so disposed of at any public sale (or, to the maximum extent permitted by applicable law, at any private sale) and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any right or equity of redemption (statutory or otherwise), of Debtors, any such demand, notice and right or equity being hereby expressly waived and released to the maximum extent permitted by applicable law. The Administrative Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the sale may be so adjourned. The Collateral may be sold in one or more sales, at public or private sale, conducted by any officer or agent of, or auctioneer or attorney for, the

Administrative Agent, at the Administrative Agent's place of business or elsewhere, for cash, upon credit or for other property, for immediate or future delivery, and at such price or prices and on such terms as the Administrative Agent shall deem appropriate in its reasonable discretion. The Administrative Agent may, in its reasonable discretion, at any such sale restrict the prospective bidders or purchasers as to their number, nature of business and investment intention to the extent necessary to comply with applicable law. Upon any public or private sale the Administrative Agent shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral so sold. At any such sale the Collateral may be sold in one lot as an entirety or in separate parcels. The Administrative Agent shall not be obligated to make any sale pursuant to any such notice. In case of any sale of all of any part of the Collateral on credit or for future delivery, the Collateral so sold may be retained by the Administrative Agent until the full selling price is paid by the purchaser thereof, but neither the Administrative Agent nor any Secured Party shall incur any liability in case of the failure of such purchaser to take up and pay for the Collateral so sold, and, in case of any such failure, such Collateral may again be sold pursuant to the provisions hereof. All cash proceeds of any such sale, and any other realization upon all or any part of the Collateral may, in the sole discretion of the Administrative Agent, be held by the Administrative Agent as collateral for or applied then or at any time thereafter, in whole or in part, by the Administrative Agent for the benefit of the Secured Parties to the payment and satisfaction of the Secured Obligations in accordance with Section 6.04;

(g) upon request of the Administrative Agent, each Debtor shall promptly notify (and each Debtor hereby authorizes the Administrative Agent so to notify) each account debtor in respect of any Accounts or Instruments that such Collateral has been assigned to the Administrative Agent hereunder, and that any payments due or to become due in respect of such Collateral are to be made directly to the Administrative Agent;

(h) to the maximum extent permitted by applicable law, the Administrative Agent shall have the right to endorse, assign or otherwise transfer to or to register in the name of the Administrative Agent or any of its nominees or endorse for negotiation any or all of the Securities Collateral, without any indication that such Securities Collateral is subject to the Security Interests hereunder. In addition, the Administrative Agent shall have the right at any time to exchange certificates representing or evidencing Securities Collateral for certificates of smaller or larger denominations;

(i) the Administrative Agent may vote or exercise any and all of the Debtors' rights or powers incident to their ownership of the Securities Collateral, including any rights or powers to manage or control the Subsidiary Guarantors;

(j) the Administrative Agent may cause any action at law or suit in equity or other proceeding to be instituted and prosecuted to enforce any rights vested in it by this Agreement or by law or included in the Collateral, subject to the provisions and requirements hereof and thereof, or to aid in the exercise of any power herein or therein granted, or for any foreclosure hereunder and sale under a judgment or decree in any judicial proceeding;

(k) in connection with any acceleration and foreclosure, the Administrative Agent may lawfully and peacefully take possession of the Collateral and lawfully and peacefully render it usable and repair and renovate the same, without, however, any obligation to do so, and lawfully and peacefully enter upon any location where the Collateral may be located for that purpose, control, manage, operate, rent and lease the Collateral, collect all rents and income from the Collateral and apply the same to reimburse the Secured Parties for any cost or expenses incurred hereunder or under any of the Loan Documents and to the payment or performance of any Debtor's obligations hereunder or under any of the Loan Documents, and apply the balance to the other Secured Obligations and any remaining excess balance to whomsoever is legally entitled thereto;

(l) to the maximum extent permitted by applicable law, the Administrative Agent may secure the appointment of a receiver for the Collateral or any part thereof;

(m) the Administrative Agent may lawfully and peacefully occupy any premises owned or leased by any Debtor where the Collateral or any part thereof is assembled for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to any Debtor in respect of such occupation; or

(n) the Administrative Agent may give instructions to the issuer of any Securities Collateral that is an uncertificated security with respect to such uncertificated security.

Each Debtor recognizes that, by reason of certain prohibitions contained in the Securities Act of 1933, as amended, and applicable state securities laws, the Administrative Agent may be compelled, subject to the notice provision provided for in paragraph (f) of this Section 6.01, with respect to any sale of all or any part of the Collateral constituting a security (as such term is defined in the Securities Act of 1933), to limit purchasers to those who will agree, among other things, to acquire the Collateral for their own account, for investment and not with a view to the distribution or resale thereof. Each Debtor acknowledges that any such private sale may be at prices and on terms less favorable to the Administrative Agent than those obtainable through a public sale without such restrictions, and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Administrative Agent shall have no obligation to engage in public sales and no obligation to delay the sale of any Collateral for the period of time necessary to permit any Debtor or the issuer thereof to register it for public sale.

6.02 Deficiency. If the proceeds of sale, collection or other realization of or upon the Collateral by virtue of the exercise of remedies under Section 6.01 are insufficient to cover the costs and expenses of such exercise and the payment in full of the Secured Obligations, the Administrative Agent shall retain all rights and remedies under the Loan Documents, and each Debtor shall remain liable, with respect to any deficiency.

6.03 Private Sale. The Administrative Agent and the other Secured Parties shall incur no liability as a result of the sale, lease or other disposition of all or any part of the Collateral, at any private sale pursuant to Section 6.01 conducted in a commercially reasonable

manner. Subject to and without limitation of the preceding sentence, Debtor hereby waives any claims against the Administrative Agent or any other Secured Party arising by reason of the fact that the price at which the Collateral may have been sold at such a private sale was less than the price that might have been obtained at a public sale or was less than the aggregate amount of the Secured Obligations.

6.04 Application of Proceeds. Except as otherwise herein expressly provided, the proceeds of any collection, sale or other realization of all or any part of the Collateral pursuant hereto, and any other cash at the time held by the Administrative Agent under this Article VI, shall be applied by the Administrative Agent as follows:

First, to the payment of the costs and expenses of such exercise of remedies, including reasonable out of pocket costs and expenses of the Administrative Agent, the reasonable fees and expenses of its agents and counsel and all other reasonable expenses incurred and advances made by the Administrative Agent in that connection; and

Second, in accordance with Section 10.4 of the Credit Agreement.

6.05 Attorney-in-Fact. Without limiting any rights or powers granted by this Agreement to the Administrative Agent while no Event of Default has occurred and is continuing, upon the occurrence and during the continuance of any Event of Default, each Debtor hereby appoints the Administrative Agent as the attorney-in-fact of such Debtor for the purpose of carrying out the provisions of this Article VI and taking any action and executing any instruments that the Administrative Agent may deem necessary or desirable to accomplish the purposes hereof, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, so long as the Administrative Agent shall be entitled under this Article VI to make collections in respect of the Collateral, the Administrative Agent shall have the right and power:

(a) to receive, endorse and collect all checks made payable to the order of any Debtor representing any dividend, payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same.

(b) to file any claims or take any action or institute any proceedings in connection therewith which the Secured Party may deem to be necessary or advisable;

(c) to pay, settle or compromise all bills and claims which may be or become liens or security interests against any or all of the Collateral, or any part thereof, unless a bond or other security satisfactory to the Secured Party has been provided; and

(d) upon foreclosure, to do any and every act which any Debtor may do on its behalf with respect to the Collateral or any part thereof and to exercise any or all of such Debtor's rights and remedies under any or all of the Collateral;

provided, however, that the Secured Party shall not exercise any such rights except upon the occurrence and continuation of an Event of Default (and subject to Section 6.12).

6.06 Administrative Agent's Right to Perform on Debtor's Behalf. If any Debtor fails to perform any of its obligations under this Agreement, the Administrative Agent may (but shall not be obligated to), upon reasonable notice to such Debtor, unless such Debtor is diligently pursuing a cure for such failure that cannot be obtained more quickly by the Administrative Agent's performance as specified herein, itself perform or cause to be performed such obligations at the expense of such Debtor, either in its name or in the name and on behalf of such Debtor.

6.07 Custody and Preservation. The Administrative Agent's obligation to use reasonable care in the custody and preservation of Collateral shall be satisfied if it uses the same care as it uses in the custody and preservation of its own property.

6.08 Preservation of Rights. Neither the Administrative Agent nor any Secured Party shall be required to take any steps to preserve any rights against prior parties to any of the Collateral.

6.09 Rights of Secured Parties. The Administrative Agent or any other Secured Party may (but shall not be obligated to) pay or secure payment of any Tax or other claim that may be secured by or result in a Lien on any Collateral in violation of the Credit Agreement. The Administrative Agent or any other Secured Party may (but shall not be obligated to) do any other thing that it in good faith believes is necessary or desirable to preserve, protect or maintain the Collateral or, while an Event of Default exists, to enhance its value. Debtors shall immediately reimburse the Administrative Agent or any other Secured Party for any reasonable payment or expense (including reasonable attorneys' fees and expenses) that the Administrative Agent or such other Secured Party may incur pursuant to this Section 6.09.

6.10 No Marshalling. Neither the Administrative Agent nor any other Secured Party shall be required to marshal any present or future collateral security (including but not limited to the Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order.

6.11 Remedies Cumulative. No right, power or remedy herein conferred upon or reserved to the Administrative Agent or any Secured Party is intended to be exclusive of any other right, power or remedy, and every such right, power and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right, power and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder or otherwise shall not prevent the concurrent assertion or employment of any other appropriate right or remedy. Resort to any or all security now or hereafter held by the Administrative Agent may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken nonjudicial proceedings, or both.

6.12 Certain Funds.

(a) Notwithstanding any other provision of this Agreement or any other Security Document, but subject to paragraph (b) below, during the Certain Funds Period, neither the Administrative Agent nor any Secured Party shall be entitled to:

(i) exercise any right or remedy, or make or enforce any claim, in each case under or pursuant to the Security Documents in relation to any Collateral constituting cash, Cash Equivalents, Accounts, Deposit Accounts, Investment Property (other than Capital Stock of Subsidiaries), payment intangibles, letter-of-credit rights or Proceeds of other Collateral (the “Certain Funds Collateral”);

(ii) exercise any right of set-off, counterclaim, deduction or other similar right in relation to any Certain Funds Collateral;

(iii) prevent or interfere in any way with any application, use, realization, exchange, sale or other disposition of any Certain Funds Collateral,

in each case to the extent that to do so would prevent or limit the Borrower or any Subsidiary of the Borrower from making or being able to make any payment in connection with the Target Acquisition for a Certain Funds Purpose and no provision of the Security Documents will have this effect, provided that immediately upon the expiry of the Certain Funds Period all such rights, remedies and entitlements shall be available to the Administrative Agent to the extent that they have arisen notwithstanding that they may not have been used or been available for use during the Certain Funds Period.

(b) Paragraph (a) above does not apply for so long as a Major Default is continuing under the Credit Agreement.

ARTICLE VII

MISCELLANEOUS

7.01 Waivers of Rights Inhibiting Enforcement. Each Debtor waives, for itself and all who may claim under it, to the maximum extent permitted by applicable law:

(a) any claim that, as to any part of the Collateral, a public sale, should the Administrative Agent elect so to proceed, is, in and of itself, not a commercially reasonable method of sale for the Collateral;

(b) the right to assert in any action or proceeding between it and the Administrative Agent any offsets or counterclaims that it may have;

(c) except as otherwise provided in this Agreement or as required by applicable law, NOTICE OR JUDICIAL HEARING IN CONNECTION WITH THE ADMINISTRATIVE AGENT’S TAKING POSSESSION OR DISPOSITION OF ANY OF THE COLLATERAL INCLUDING ANY AND ALL PRIOR NOTICE AND HEARING FOR ANY PREJUDGMENT REMEDY OR REMEDIES AND ANY SUCH RIGHT THAT ANY DEBTOR WOULD OTHERWISE HAVE UNDER THE CONSTITUTION OR ANY STATUTE OF THE UNITED STATES OR OF ANY STATE, AND ALL OTHER REQUIREMENTS AS TO THE TIME, PLACE AND TERMS OF SALE OR OTHER REQUIREMENTS WITH RESPECT TO THE ENFORCEMENT OF THE ADMINISTRATIVE AGENT’S RIGHTS HEREUNDER;

(d) all rights of redemption, appraisal, valuation, stay, extension or moratorium; and

(e) the right to invoke any law requiring marshalling of collateral and all other rights the exercise of which would, directly or indirectly, prevent, delay or inhibit the enforcement of any of the rights or remedies of the Administrative Agent and the other Secured Parties under this Agreement or the absolute sale of the Collateral, now or hereafter in force under any applicable law.

7.02 Notices. The Administrative Agent or any Debtor shall give any notice, request, demand or other communication (a “Notice”) pursuant to this Agreement in accordance with the Credit Agreement. Any Notice to the Debtor shall be sent to the address of the Borrower set forth in the Credit Agreement or to such other address provided by such Debtor to the Administrative Agent in writing. Any Notice sent as hereinabove provided shall be deemed delivered upon receipt or refusal of delivery.

7.03 Assignment. No Debtor may assign any of its rights or delegate any performance under this Agreement (whether voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law or any other manner) except with the prior written consent of the Administrative Agent, which consent may be withheld in the Administrative Agent’s sole discretion. Any purported assignment without such consent is void. When any Lender assigns or otherwise transfers any interest held by it under the Credit Agreement or other Loan Document to any other Person pursuant to the terms of the Credit Agreement or such other Loan Document, that other Person shall thereupon become vested with all the benefits held by such Lender under this Agreement.

7.04 Successors and Assigns. This Agreement binds, and inures to the benefit of, the Debtors, the Administrative Agent, and the Lenders, and their respective successors and permitted assigns. No other Person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement or the other Loan Documents.

7.05 Amendment and Waiver. No amendment or waiver of any provision of this Agreement, nor consent to any departure by any Debtor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Administrative Agent, the Borrower and the other Debtors; provided that any amendment, waiver, or consent shall be signed by the Required Lenders or all of the Lenders to the extent required by Section 12.2 of the Credit Agreement. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

7.06 No Implied Waiver. No failure or delay in exercising any right, power or privilege or requiring the satisfaction of any condition hereunder, and no course of dealing between the Debtors and the Administrative Agent operates as a waiver or estoppel of any right, remedy or condition. No single or partial exercise of any right or remedy under this Agreement precludes any simultaneous or subsequent exercise of any other right, power or privilege. The rights and remedies set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity or by statute.

7.07 Severability. In case one or more provisions of this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions contained herein or therein shall not be affected or impaired thereby.

7.08 Entire Agreement. This Agreement and the other Loan Documents contain the entire agreement between the parties relating to the subject matter hereof and supersede all prior or contemporaneous oral or written negotiations and agreements relating to the subject matter hereof. The provisions of this Agreement may not be explained, supplemented or qualified through evidence or trade usage or a prior course of dealing. In entering into this Agreement, the Debtors have not relied upon any statement, representation, warranty or agreement of the Administrative Agent except as set forth in the Loan Documents. There are no conditions precedent to the effectiveness of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall control.

7.09 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

7.10 Governing Law. The laws of the State of New York govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance (including the details of performance) and enforcement, except to the extent that the validity or perfection of the security interests hereunder, or remedies hereunder, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the state of New York.

7.11 Headings. The descriptive headings of the articles, sections and subsections of this Agreement are for convenience only and do not constitute a part of this Agreement.

7.12 Interpretation. This Agreement has been reviewed and negotiated by counsel for both the Debtors and the Administrative Agent and, consequently, this Agreement shall not be construed against the drafter.

7.13 Waiver of Jury Trial. THE DEBTORS AND THE ADMINISTRATIVE AGENT HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

7.14 Survival, Etc. The provisions of Sections 2.07, 6.03, 6.07, 6.08, 6.09, 7.01, 7.16, 7.17 and 7.19 shall survive the termination of this Agreement. In addition, the representations, warranties and covenants of the Debtors set out in this Agreement or contained in any documents delivered to the Administrative Agent or any other Secured Party pursuant to this Agreement shall survive the execution and delivery of this Agreement.

7.15 Agents, Etc. The Administrative Agent may employ agents, experts and attorneys-in-fact in connection herewith and shall not be responsible for the negligence or misconduct of any such agents, experts or attorneys-in-fact selected by it in good faith.

7.16 Limitation of Liability. NEITHER THE ADMINISTRATIVE AGENT NOR ANY OTHER SECURED PARTY SHALL HAVE LIABILITY WITH RESPECT TO, AND DEBTORS HEREBY WAIVE, RELEASE AND AGREE NOT TO SUE FOR:

(a) ANY LOSS OR DAMAGE SUSTAINED BY ANY DEBTOR, OR ANY LOSS, DAMAGE, DEPRECIATION OR OTHER DIMINUTION IN THE VALUE OF ANY COLLATERAL, THAT MAY OCCUR AS A RESULT OF, IN CONNECTION WITH, OR THAT IS IN ANY WAY RELATED TO, ANY EXERCISE OF ANY RIGHT OR REMEDY UNDER THIS AGREEMENT EXCEPT FOR ANY SUCH LOSS, DAMAGE, DEPRECIATION OR DIMINUTION TO THE EXTENT THAT THE SAME IS THE RESULT OF ACTS OR OMISSIONS ON THE PART OF SUCH SECURED PARTY CONSTITUTING WILLFUL MISCONDUCT OR GROSS NEGLIGENCE (AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION); OR

(b) ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES SUFFERED BY ANY DEBTOR IN CONNECTION WITH ANY CLAIM RELATED TO THIS AGREEMENT.

7.17 Subrogation. Each Debtor shall not exercise, and hereby irrevocably waives, any claim, right or remedy that it may now have or may hereafter acquire against any other Debtor arising under or in connection with this Agreement, including, without limitation, any claim, right or remedy of subrogation, contribution, reimbursement, exoneration, indemnification or participation arising under contract, by applicable law or otherwise in any claim, right or remedy of the Administrative Agent or the other Secured Parties against such Debtor or any other Person or any Collateral which the Administrative Agent or any other Secured Party may now have or may hereafter acquire, until the indefeasible payment and satisfaction in full of all Secured Obligations and the expiration and termination of the Commitments. If, notwithstanding the preceding sentence, any amount shall be paid to any Debtor on account of such subrogation rights at any time when any of the Secured Obligations shall not have been paid in full, such amount shall be held by such Debtor in trust for the Administrative Agent and the other Secured Parties, segregated from other funds of such Debtor and be turned over to the Administrative Agent in the exact form received by such Debtor (duly endorsed by such Debtor to the Administrative Agent, if required), to be applied against the Secured Obligations, whether matured or unmatured, in accordance with the Loan Documents. Notwithstanding the foregoing, the Debtors shall be expressly permitted hereunder to make payments to each other to the extent not prohibited by the Credit Agreement.


7.18 Authority of the Administrative Agent. The rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any power, right or remedy provided for or resulting or arising out of this Agreement shall, as between the Administrative Agent and the Secured Parties, be governed by the Credit Agreement and by such

other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and Debtors, the Administrative Agent shall be conclusively presumed to be acting as the Administrative Agent for the Secured Parties with full and valid authority so to act or refrain from acting, and Debtors shall be under no obligation or entitlement to make any inquiry respecting such authority. The Administrative Agent, in its capacity as “collateral agent”, shall have the sole right to enforce any and all Liens on the Collateral granted by any of the Debtors to secure the Secured Obligations and otherwise exercise any and all remedies under the Security Documents.

[Signatures on following page]

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

CIRRUS LOGIC, INC.,
a Delaware corporation

By: 
Name: Thurmond Case
Title: CFO

WELLS FARGO BANK, NATIONAL
ASSOCIATION, not in its individual capacity, but
solely as Administrative Agent


By: _____
Name: _____
Title: _____

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

CIRRUS LOGIC, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, NATIONAL
ASSOCIATION, not in its individual capacity, but
solely as Administrative Agent

By: 
Stuart Edwards
Senior Relationship Manager

Annex 1
Securities Collateral

<u>Pledgor</u>	<u>Issuer</u>	<u>Number of Issued Shares</u>	<u>Number of Shares Pledged</u>	<u>% of Issued Shares Pledged</u>
Cirrus Logic, Inc.	Cirrus Logic International Ltd.	12,000	7,800	65%
	Cirrus Logic KK	2,000	1,300	65%
	Cirrus Logic Korea Co. Ltd.	34,000	22,100	65%
	Cirrus Logic (UK) Ltd.	1,000	650	65%
	Cirrus Logic China Holdings, Inc.	100	100	100%
	Crystal Semiconductor Corp.	1,000	1,000	100%

Annex 2
Filing Offices

<u>Debtor</u>	<u>Filing Office</u>
Cirrus Logic, Inc.	The Secretary of State of the State of Delaware

Annex 3
Debtor Information

Debtor Name	Type of Organization	Jurisdiction of Organization	Federal Tax ID Number	Organizational ID number	Chief Executive Office
Cirrus Logic, Inc.	Corporation	Delaware	77-0024818	140498589	800 West 6th Street, Austin, Texas 78701

Annex 4
Previous Names and Transactions

On July 22, 2011, a Certificate of Ownership was filed with the Delaware Secretary of State evidencing the merger of Acumos, Inc., a California corporation, with and into the Borrower.

Annex 5
Offices and Locations of Records

<u>Inventory Location</u>	<u>Address</u>
Amkor Phillipines	119 North Science Avenue Laguna Technopark, Binan Laguna
ANST China	No.55 Ximei Rd New District Science&Technology Park 214028, Wuxi Jiangsu China, CN
ASE CL	1F 550 Chung-Hwa Road, Section 1, Chung-Li City 320 Taoyuan Country, TW
ASE Malaysia	Phase 4 Bayan Lepas Free Industrial Zone, Penang, MY 11900
ASE Taiwan	7F, 556 Chung-Hwa Road Section 1, Chung-Li, 32016 Taiwan, R.O.C, TW
Carsem Malaysia	JALAN LAPANGAN TERBANG PO BOX 204, IPOH, PERAK, MY 30720
Cirrus Austin	800 W 6th Street Austin, TX 78701
Deca Phillipines	100 E. Main Ave, Laguna Techno Park,Biñan, Laguna 4024,PH
JSI Austin	1535 B. ROLLINS RD, BURLINGAME, CA 94010
JSI Cheng Du	8 Shuangbai Road, High-Tech Zone West Chengdu, CN 611731
JSI Hong Kong	Tsuen Wan International Centre, 68 Wang Lung St, Hong Kong
JSI Shanghai	No 516 & 518 North Fute Road, Waigaoqiao Free Trade Zone, Pudong, Shanghai 200131, China
JSI Shenzhen	Logistics Center,Taohua Rd., Futian FreeTrade Zone, Shenzhen, CN 518038
JSI Zheng Zhou	1/F., Zhengzhou Runjia Building, Zhengzhou Export Processing Zone, CN 450016
MagnaChip	891 Daechi-dong Kangnam-gu, Seoul 135-738, KR
Nepes Korea	654-2 GAK-RI OCHANG-EUP CHEONGWON-GUN CHUNGCHEONGBUK-DO KR, 363-883
Siliconware Taiwan	NO. 123 SEC. 3, DA FONG RD. TANTZU, TAICHUNG, TAIWAN
Stats China	Xi Jiao Economic & Technological Zone 188 Hua Xu Road, Xujin Zhen 201702 Qinpu Country, Shanghai CHINA
Stats Malaysia	73, Lorong Enggang Ulu Kelang Free Trade Zone 54200 KUALA LUMPUR MALAYSIA
Stats Singapore	5 YISHUN STREET 23 SINGAPORE, 768442
TSMC	NO. 8 LIOHSIN RD. VI SCIENCE BASED INDUSTIAL PARK HSIN-CHU 300, TAIWAN
Xintec Taiwan	9F., NO. 23, JI-LIN ROAD, CHUNG-LI INDUSTRY PARK, TAO YUAN HSIEN, TAIWAN, R.O.C.

Annex 6

Intentionally Deleted.

Annex 7
Deposit Accounts

REDACTED

Annex 8
Securities Accounts and Commodity Accounts

REDACTED

Annex 9
Instruments and Tangible Chattel Paper

None.

Annex 10
Electronic Chattel Paper

None.

Annex 11
Letters of Credit

None.

Annex 12
Commercial Tort Claims

None.