

Ex. B:

BABY ABL SECURITY AGREEMENT dated as of [MONTH] [DAY], [YEAR] (this “**Security Agreement**”) between [ENTITY LEGAL NAME], a/an [JURISDICTION OF ORGANIZATION] [ENTITY TYPE] (the “**Debtor**”), located at [DEBTOR ADDRESS] and BIG BANK, N.A. (the “**Secured Party**”), located at One Capitalist Plaza, Coconut Beach, Sunshine 920311.

1. *Granting Clause.* Debtor hereby creates a security interest in favor of the Secured Party in the Collateral to secure repayment of the Secured Obligations.

2. *Defined Terms.* In this Security Agreement:

“**Collateral**” means all right, title and interest of the Debtor in all its personal property assets, whether tangible or intangible, including without limitation: accounts, chattel paper, equipment and inventory, whether now owned or hereafter acquired, together with all distributions, products and proceeds of the foregoing. Terms used herein without definition shall have the meanings assigned to them by Article 9 of the Uniform Commercial Code, to the extent defined therein.

“**Secured Obligations**” means the U.S. dollar revolving credit loans made by the Secured Party to the Debtor from time to time pursuant to that certain BABY ABL REVOLVING NOTE dated as of the date hereof, and all interest, fees and other charges with respect thereto, including attorney’s fees and legal expenses incurred by the Secured Party with respect to (i) any Secured Obligation or (ii) retaking, holding, preparing for disposition, processing or disposing of any Collateral.

3. *Further Assurances.* Debtor covenants and agrees to maintain and protect the security interest created hereunder as a first-priority, perfected security interest. Debtor shall promptly comply with the requests of Secured Party to maintain and protect the security interest and to facilitate any sale of the Collateral following an Event of Default (as defined in the BABY ABL REVOLVING NOTE).

4. *Disposition of Collateral.* Debtor and Secured Party agree that 5 days prior written notice given to the address of Debtor set forth above is reasonable notice for any proposed disposition of Collateral by the Secured Party.

IN WITNESS WHEREOF the parties first above written each represent and warrant that this Security Agreement has been duly executed and delivered by its properly authorized representative.

[DEBTOR]

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

BIG BANK, N.A.

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