

(iii) The Assignee shall have such other rights with respect to the Collateral as shall be afforded to secured parties by the Uniform Commercial Code.

(iv) Any proceeds of any disposition of the Collateral may be applied by the Assignee to the payment of reasonable expenses of the Assignee in connection with the exercise of its rights or remedies hereunder, including reasonable fees and expenses of attorneys, and any balance of such proceeds shall be applied first by the Assignee to the satisfaction of the Borrower's obligations under the Note and any balance shall be paid to Assignor or as a court of competent jurisdiction shall direct.

(b) The Assignor hereby waives any right to require that the Assignee proceed against any real or personal property or any guaranty given as security for the Note, whether or not existing or hereafter given, before exercising its rights and remedies with respect to the Collateral.

(c) No remedy herein conferred upon or reserved to the Assignee is intended to be exclusive of any other remedy, and such remedies shall be cumulative and shall be in addition to every other remedy given hereunder. No delay or omission of the Assignee in exercising any remedy, right or power, shall be construed a waiver of the Default or any acquiescence therein, and every remedy, right or power given by this Assignment to the Assignee may be exercised from time to time as often as may be deemed expedient by the Assignee. In addition to all other remedies provided in this Agreement, the Assignee shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or