

duly execute, acknowledge and deliver a reassignment to the Assignor of the Collateral free of claims or charges thereon imposed by actions of the Assignee. No Collateral shall be disposed of until the occurrence of a Default. Such reassignment shall include a provision that it is without representation or warranty by, or recourse to, the Assignee.

10. The rights, remedies and obligations under this Assignment shall bind and inure to the benefit of the parties to this Assignment and their respective successors and assigns.

11. This Assignment cannot be amended or any provision hereof waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

12. No provision contained in the Assignment shall be deemed to have been abrogated or waived by reason of the failure to enforce the same, irrespective of the number of violations.

13. The Assignor will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, any and all such further act, assignment, transfer, assurance or instrument as the Assignee may reasonably require or request in connection with the assignment of the Collateral to the Assignee.

14. This Assignment shall be governed by the laws of the State of New York.