UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) March 16, 2014

MATTHEWS INTERNATIONAL CORPORATION
(Exact name of registrant as specified in its charter)

Pennsylvania	0-09115	25-0644320
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

Two Northshore Center, Pittsburgh, PA	15212
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code (412) 442-8200

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☒ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement

Agreement and Plan of Merger

On March 16, 2014, Matthews International Corporation, a Pennsylvania corporation ("Matthews"), Moonlight Merger Sub Corp., a Delaware corporation and a wholly-owned subsidiary of Matthews ("Merger Sub"), Moonlight Merger Sub LLC, a Delaware limited liability company and a wholly owned subsidiary of Matthews ("Merger Sub 2") and Schawk, Inc., a Delaware corporation ("SGK"), entered into an Agreement and Plan of Merger and Reorganization (the "Merger Agreement").

The Merger Agreement provides that, upon the terms and subject to the conditions set forth therein, Merger Sub will merge with and into SGK (the "Merger"), with SGK continuing as the surviving corporation and a wholly-owned subsidiary of Matthews. Immediately after the completion of the Merger, SGK will merge with and into Merger Sub 2 (the "Second Merger", and together with the Merger, the "Mergers"), with Merger Sub 2 continuing as the surviving entity and a wholly-owned subsidiary of Matthews. The Mergers are intended to qualify as a "reorganization" within the meaning of Section 368(a) of the United States Internal Revenue Code of 1986, as amended (the "Code").

Under the Merger Agreement each issued and outstanding share of Class A Common Stock, par value $0.008 per share, of SGK ("SGK Common Stock") will be converted into the right to receive (x) 0.20582 of a share of Class A Common Stock, par value $1.00 per share ("Matthews Common Stock"), of Matthews (the "Stock Merger Consideration") and (y) $11.80 in cash, without interest (the "Cash Merger Consideration"). The Stock Merger Consideration will be increased (with a corresponding decrease in the Cash Merger Consideration) to the extent required to ensure that the total stock consideration payable in the merger is equal to 40.5% of the total merger consideration (including cash payments in respect of dissenting shares and cash payments in lieu of fractional shares).

The Merger Agreement contains customary representations and warranties of each party. In addition, Matthews and SGK have agreed to various customary covenants and agreements, including covenants regarding the conduct of their respective businesses prior to the closing of the Merger (the "Closing"), and covenants prohibiting SGK from soliciting alternative acquisition proposals and providing information to or engaging in discussions with third-parties, except in limited circumstances as provided in the Merger Agreement. In addition, the parties have agreed to use their respective reasonable best efforts to do all things necessary, proper or advisable to consummate the Merger, including obtaining all necessary approvals and consents, subject to certain limitations.

Consummation of the Merger is subject to customary conditions, including, among others, (i) the adoption of the Merger Agreement by the stockholders of SGK; (ii) the absence of any law or order prohibiting the Merger; (iii) the expiration or termination of the applicable Hart-Scott-Rodino Act ("HSR Act") waiting period; (iv) the effectiveness of the registration statement relating to the issuance by Matthews of shares of its common stock as part of the Merger Consideration and the listing of such shares on the NASDAQ Global Select Market; and (v) the receipt of opinions from counsel to Matthews and counsel to SGK to the effect that (a) the Mergers will qualify as a reorganization within the meaning of Section 368(a) of the Code and (b) Matthews and SGK will each be a "party to the reorganization" within the meaning of Section 368(b) of the Code.

The Merger Agreement may be terminated by each of Matthews and SGK under certain circumstances, including if the Merger is not consummated by September 30, 2014 (extended to October 31, 2014 in the event that the Merger is not consummated by September 30, 2014 as a result of the failure to obtain required regulatory approval under the HSR Act). The Merger Agreement contains certain termination rights for both Matthews and SGK, and further provides that, upon termination of the Merger Agreement under specified circumstances, SGK will be obligated to reimburse Matthews its transaction expenses up to $2.0 million and pay Matthews a termination fee of $10.5 million. In addition, upon termination of the merger agreement under other specified circumstances, Matthews will be obligated to reimburse SGK its transaction expenses up to $5.0 million and pay SGK a termination fee of $3.0 million.

Voting and Support Agreement

In connection with the execution of the Merger Agreement, Matthews has entered into voting and support agreements (the "Voting Agreements") with certain stockholders of SGK who are members of the Schawk family or trusts for the benefit of members of the SGK family (the "SGK Family Stockholders") providing for, among other things, the agreement of such SGK Family Stockholders to vote all of the shares of SGK Common Stock held by them in favor of the adoption of the Merger Agreement. The SGK Family Stockholders beneficially own in the aggregate approximately 61.5% of the outstanding shares of SGK Common Stock.

The Voting Agreements terminate on the earliest of (i) the mutual written agreement of the parties, (ii) the date the Merger Agreement is terminated in accordance with its terms, (iii) the effective time of the Merger and (iv) an amendment of the Merger Agreement that decreases the absolute amount or changes the form of the Stock Merger Consideration or imposes any material restrictions on or additional conditions on payment of the Stock Merger Consideration to the SGK Family Stockholders.

Each Voting Agreement provides that, in the event that the Merger Agreement is terminated and SGK, the SGK Family Stockholder or any of their respective affiliates enter into an acquisition transaction (as defined in the Voting Agreements) within 18 months following the date of such termination, the SGK Family Stockholder is obligated to pay to Matthews within two business days after the closing of such transaction, an amount in cash (for each share of SGK Common Stock owned by such SGK Family Stockholder subject to the acquisition transaction) that is equal to the amount by which the value of the consideration received by such SGK Family Stockholder per share of SGK Common Stock in such alternative transaction exceeds $20 per share; provided that in no event shall the total payments to Matthews pursuant to all the Voting Agreements exceed $3.0 million.

Shareholders' Agreement

In connection with the execution of the Merger Agreement, Matthews has entered into a Shareholders' Agreement with the SGK Family Stockholders and David A. Schawk, in his capacity as the SGK family representative. Pursuant to such agreement following the closing of the Merger, subject to certain conditions and for so long as the SGK Family Stockholders beneficially own at least 7.5% of the shares of Matthews Common Stock, Matthews has agreed that at each meeting of its shareholders at which the 2017 class directors are to be elected, it will nominate and use its reasonable best efforts to cause the shareholders of Matthews to elect to its board a designee of the SGK Family Stockholders. The Shareholders' Agreement provides that, on or prior to the date of the closing, Matthews' board shall increase the number of directors constituting the class whose three year term expires in 2017 by one and, effective as of the closing, shall appoint David A. Schawk to such class as the initial family designee.

The SGK Family Stockholders have agreed to vote their shares of Matthews Common Stock in such manner as may be directed by Matthews' board of directors and in favor of the election of directors of all persons nominated by Matthews' board of directors or its nominating and corporate governance committee. This voting agreement terminates on the date that is the earlier of (a) the date on which David Schawk is no longer a director or senior executive officer of Matthews (other than as a result of (x) termination for cause or (y) voluntary termination (other than a voluntary termination for good reason) or (b) the first anniversary of the closing of the Merger.

The SGK Family Stockholders have agreed that they will not, for a period of 180 days following the Merger, transfer any shares of Matthews Common Stock except for (1) gifts to charitable organizations for philanthropic purposes, transfers to the beneficiaries of a trust, transfers to family members, transfers to trusts and other fiduciary arrangements for the benefit of family members, transfers to entities owned and controlled by family members, and transfers required under a governing trust instrument, and (2) transfers to tender into a tender or exchange offer commenced by a third party or by Matthews but only if such tender or exchange offer includes an irrevocable minimum tender condition of no less than a majority of the then-outstanding shares of Matthews and, as of the expiration of such offer, the board has affirmatively publicly recommended to shareholders that such shareholders tender into such offer and has not publicly withdrawn or changed its recommendation. In addition, David Schawk and his spouse (including certain trusts and other entities controlled by either of them) have agreed that they will not sell any shares of Matthews Common Stock except as permitted by the preceding sentence for an additional period that terminates on the earlier of (a) the first anniversary of the closing of the Merger or (b) the date on which David Schawk is no longer a director or senior executive officer of Matthews (other than as a result of (x) termination for cause or (y) voluntary termination (other than a voluntary termination for good reason).

Matthews has agreed that, after the first anniversary of the closing of the merger, the SGK Family Stockholders shall have the right to require Matthews to register their shares of Matthews Common Stock for sale under the Securities Act. This demand right may not be exercised on more than two occasions and shall expire when the SGK Family Stockholders no longer hold collectively at least 5% of the shares of Matthews Common Stock.

The foregoing descriptions of the Merger Agreement, the Voting Agreement and the Shareholders' Agreement and the transactions contemplated thereby do not purport to be complete and are subject to and qualified in their entirety by reference to the Merger Agreement, the Voting Agreement and the Shareholders' Agreement, copies of which are attached hereto as Exhibits 2.1, 10.1 and 10.2, respectively, and the terms of which are incorporated herein by reference.

The Merger Agreement has been included to provide investors and security holders with information regarding its terms. It is not intended to provide any other factual information about Matthews, SGK or any of their respective subsidiaries or affiliates. The representations, warranties and covenants contained in the Merger Agreement were made by the parties thereto only for purposes of that agreement and as of specific dates; were made solely for the benefit of the parties to the Merger Agreement; may be subject to limitations agreed upon by the contracting parties, including being qualified by confidential disclosures exchanged between the parties in connection with the execution of the Merger Agreement (such disclosures include information that has been included in each company's public disclosures, as well as additional non-public information); may have been made for the purposes of allocating contractual risk between the parties to the Merger Agreement instead of establishing these matters as facts; and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. Investors should not rely on the representations, warranties and covenants or any descriptions thereof as characterizations of the actual state of facts or condition of Matthews or SGK or any of their respective subsidiaries or affiliates. Additionally, the representations, warranties, covenants, conditions and other terms of the Merger Agreement may be subject to subsequent waiver or modification. Moreover, information concerning the subject matter of the representations, warranties and covenants may change after the date of the Merger Agreement.

Financing Commitment

Matthews has entered into a commitment letter with RBS Citizens, N.A. ("RBS Citizens") dated as of March 14, 2014. The commitment letter provides, subject to the terms and conditions set forth therein, for an amendment of Matthews's senior credit facility to increase the revolving credit facility availability thereunder by $350 million and at closing to increase the revolving credit facility commitments by up to $350 million which will be used in part to fund a portion of the Cash Merger Consideration.

Forward Looking Statements

Certain items in this Form 8-K (and exhibits hereto) (including statements with respect to the Merger) may constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Those forward-looking statements are subject to various risks and uncertainties. Forward-looking statements are generally identifiable by use of forward-looking terminology such as "may," "will," "should," "potential," "intend," "expect," "seek," "anticipate," "estimate," "believe," "could," "would," "project," "predict," "continue," "plan" or other similar words or expressions. Such statements are based upon the current beliefs and expectations of Matthews' managements and are subject to significant risks and uncertainties. Actual results may differ from those set forth in the forward-looking statements. Factors which could have a material adverse effect on our operations and future prospects or which could cause events or circumstances to differ from the forward-looking statements include, but are not limited to, risks relating to the merger with SGK, including in respect of the satisfaction of closing conditions to the merger; unanticipated difficulties and/or expenditures relating to the merger; the risk that regulatory approvals required for the merger are not obtained or are obtained subject to conditions that are not anticipated; uncertainties as to the timing of the merger; litigation relating to the merger; the impact of the transaction on relationships with customers, employees and third parties; and the inability to obtain, or delays in obtaining cost savings and synergies from the merger; as well as other risks detailed from time to time in our filings with the Securities and Exchange Commission, including our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q. We expressly disclaim any obligation to release publicly any updates or revisions to any forward-looking statements contained herein to reflect any change in our expectations with regard thereto or change in events, conditions or circumstances.

Additional Information and Where to Find It

In connection with the merger Matthews will file a registration statement on Form S-4 with the SEC that will include a proxy statement of SGK that also constitutes a prospectus of Matthews with respect to the shares of Matthews' common stock to be issued to SGK's stockholders in the merger. INVESTORS AND SECURITY HOLDERS OF SGK ARE URGED TO READ THE REGISTRATION STATEMENT, PROXY STATEMENT/ PROSPECTUS AND ALL OTHER RELEVANT DOCUMENTS FILED OR THAT WILL BE FILED BY MATTHEWS OR SGK WITH THE SEC CAREFULLY AND IN THEIR ENTIRETY WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED MERGER AND RELATED MATTERS. Investors and security holders will be able to obtain free copies of the registration statement, the proxy statement/prospectus (when available) and other relevant documents filed or that will be filed by Matthews or SGK with the SEC through the website maintained by the SEC at http://www.sec.gov. Copies of the registration statement, proxy statement/prospectus (when available) and other relevant documents filed by Matthews with the SEC may be obtained free of charge by going to Matthews' Investor Relations page on its corporate website at www.matw.com, by contacting Matthews' Investor Relations by mail at Matthews International Corporation, Two NorthShore Center, Pittsburgh, Pennsylvania 15212, Attn: Investor Relations Department, or by telephone (412) 442-8200. Copies of the registration statement, proxy statement/prospectus (when available) and other relevant documents filed by SGK with the SEC may be obtained free of charge by going to SGK's Investor Relations page on its corporate website at www.sgkinc.com, by contacting SGK's Investor Relations by mail at SGK, Inc., 1695 S. River Rd., Des Plaines, IL 60018, Attn: Investor Relations Department, or by telephone at (847) 827-9494.

No Offer or Solicitation

This Form 8-K shall not constitute an offer to sell or the solicitation of an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

Participants in the Solicitation

Matthews and SGK, and their respective directors and executive officers may be considered participants in the solicitation of proxies from stockholders of SGK in connection with the proposed transaction. Information about the directors and executive officers of Matthews is set forth in Matthews' Proxy Statement for its 2014 Annual Meeting of Shareholders, which was filed with the SEC on January 21, 2014, and its Annual Report on Form 10-K for the fiscal year ended September 30, 2013, which was filed with the SEC on November 27, 2013. Information about the directors and executive officers of SGK is set forth in its proxy statement for its 2013 annual meeting of stockholders, which was filed with the SEC on April 12, 2013, and its annual report on Form 10-K for its year ended December 31, 2013, which was filed with the SEC on March 5, 2014. Other information regarding the participants in the proxy solicitation and a description of their direct and indirect interests, by security holdings or otherwise, will be contained in the proxy statement/prospectus and other relevant materials to be filed with the SEC when they become available.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
2.1	Agreement and Plan of Merger and Reorganization, dated as of March 16, 2014, by and among Matthews International Corporation, Moonlight Merger Sub Corp., Moonlight Merger Sub LLC and Schawk, Inc.
10.1	Voting and Support Agreement, dated as of March 16, 2014, by and among Matthews International Corporation and the Stockholder of Schawk, Inc. signatory thereto
10.2	Shareholders' Agreement, dated as of March 16, 2014, by and among Matthews International Corporation, the Shareholders named therein and David A. Schawk, in his capacity as the Family Representative

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: March 19, 2014 MATTHEWS INTERNATIONAL CORPORATION

By: /s/ Joseph C. Bartolacci
Joseph C. Bartolacci
President and Chief Executive Officer

MATTHEWS INTERNATIONAL CORPORATION

EXHIBIT INDEX

Exhibit No.	Description
2.1	Agreement and Plan of Merger and Reorganization, dated as of March 16, 2014, by and among Matthews International Corporation, Moonlight Merger Sub Corp., Moonlight Merger Sub LLC and Schawk, Inc.
10.1	Voting and Support Agreement, dated as of March 16, 2014, by and among Matthews International Corporation and the Stockholder of Schawk, Inc. signatory thereto
10.2	Shareholders' Agreement, dated as of March 16, 2014, by and among Matthews International Corporation, the Shareholders named therein and David A. Schawk, in his capacity as the Family Representative

Exhibit 2.1

Execution Document

AGREEMENT AND PLAN OF MERGER

AND REORGANIZATION

among

MATTHEWS INTERNATIONAL CORPORATION

MOONLIGHT MERGER SUB CORP.

MOONLIGHT MERGER SUB LLC

and

SCHAWK, INC.

Dated as of March 16, 2014

TABLE OF CONTENTS

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION (this "*Agreement*"), dated as of March 16, 2014, between Matthews International Corporation, a Pennsylvania corporation ("*Parent*"), Moonlight Merger Sub Corp., a Delaware corporation and a wholly owned direct Subsidiary of Parent ("*Merger Sub*"), Moonlight Merger Sub LLC, a Delaware limited liability company and a wholly owned direct Subsidiary of Parent ("*Merger Sub 2*"), and Schawk, Inc., a Delaware corporation (the "*Company*").

RECITALS

WHEREAS, the respective Boards of Directors of Parent, the Company and Merger Sub have approved and declared advisable this Agreement and the merger of Merger Sub with and into the Company (the "*Merger*") on the terms and subject to the conditions provided for in this Agreement; and

WHEREAS, the respective Boards of Directors of Parent, the Company and Merger Sub have approved and declared advisable this Agreement, and, immediately after the effectiveness of the Merger, the merger of the Company with and into Merger Sub 2 (the "*Second Merger*"); and

WHEREAS, for United States federal income tax purposes, the parties hereto intend that the Merger and the Second Merger (collectively, the "*Integrated Merger*") shall constitute an integrated plan of reorganization described in Rev. Rul. 2001-46, 2001-2 C.B. 321, and such Merger and Second Merger are intended to qualify as a "reorganization" within the meaning of Section 368(a) of the United States Internal Revenue Code of 1986, as amended (the "*Code*"), and this Agreement is intended to be and is adopted as a "plan of reorganization" within the meaning of Section 368(b) of the Code; and

WHEREAS, concurrently with the execution and delivery of this Agreement, and as a condition and inducement to Parent's and Merger Sub's willingness to enter into this Agreement, certain Stockholders (the "*Principal Stockholders*") are entering into (i) voting and support agreements (collectively, the "*Support Agreements*") and (ii) a shareholders' agreement regarding, among other things, the rights and obligations of the Principal Stockholders with respect to their ownership of Parent capital stock after the Merger (the "*Shareholders' Agreement*"); and

WHEREAS, Parent, Merger Sub, Merger Sub 2, and the Company desire to make certain representations, warranties, covenants and agreements in connection with this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, Parent, Merger Sub, Merger Sub 2, and the Company hereby agree as follows:

ARTICLE I

THE MERGERS

Section 1.1 *The Mergers*.

(a) Upon the terms and subject to the conditions set forth in this Agreement and in accordance with the General Corporation Law of the State of Delaware (the "*DGCL*"), at the Effective Time, Merger Sub shall be merged with and into the Company. Following the Merger, the separate corporate existence of Merger Sub shall cease, and the Company shall continue as the surviving corporation in the Merger (the "*Surviving Corporation*").

(b) As soon as practicable after the Effective Time, and as part of a single integrated transaction and plan of reorganization, the Surviving Corporation shall be merged with and into Merger Sub 2, and the separate corporate existence of the Surviving Corporation shall thereupon cease, and Merger Sub 2 shall be the surviving entity of the Second Merger (the "*Surviving LLC*").

Section 1.2 *Closing*. The closing of the Merger (the "*Closing*") shall take place at 10:00 a.m., Eastern time, on the second Business Day following the satisfaction or, to the extent permitted by applicable Law, waiver of the conditions set forth in Article VI (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or, to the extent permitted by applicable Law, waiver of those conditions), at the offices of Cohen & Grigsby, P.C., 625 Liberty Avenue, Pittsburgh, Pennsylvania 15222, unless another date, time or place is agreed to in writing by the parties hereto. The date on which the Closing occurs is referred to in this Agreement as the "*Closing Date*".

Section 1.3 *Effective Time*. Upon the terms and subject to the provisions of this Agreement, as soon as practicable on the Closing Date, the Company shall file a certificate of merger in respect of the Merger (the "*First Certificate of Merger*") with the Secretary of State of the State of Delaware (the "*Delaware Secretary of State*"), executed in accordance with the relevant provisions of the DGCL, and, as soon as practicable on or after the Closing Date, shall make any and all other filings or recordings required under the DGCL. The Merger shall become effective at such time as the First Certificate of Merger is duly filed with the Delaware Secretary of State or at such later date or time as Parent and the Company shall agree in writing and shall specify in the First Certificate of Merger (the time the Merger becomes effective being the "*Effective Time*"). Parent shall cause the Second Merger to be consummated immediately following the Effective Time by filing with the Delaware Secretary of State a certificate of merger in respect of the Second Merger (the "*Second Certificate of Merger*") executed in accordance with the relevant provisions of the DGCL and the Delaware Limited Liability Company Act. The Second Merger shall become effective immediately following the Effective Time.

Section 1.4 *Effects of the Mergers*.

(a) The Merger shall have the effects set forth in this Agreement and in the relevant provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

(b) The Second Merger shall have the effects set forth in this Agreement and in the relevant provisions of the DGCL and the Delaware Limited Liability Company Act. Without limiting the generality of the foregoing, and subject thereto, at the effective time of the Second Merger, all the property, rights, privileges, powers and franchises of the Surviving Corporation and Merger Sub 2 shall vest in the Surviving LLC, and all debts, liabilities and duties of the Surviving Corporation and Merger Subs shall become the debts, liabilities and duties of the Surviving LLC.

Section 1.5 *Governing Instruments of the Surviving Corporation and Surviving LLC*.

(a) At the Effective Time, and without any further action on the part of the Company and Merger Sub, the certificate of incorporation of the Company shall be amended to read in its entirety as set forth in Exhibit A and as so amended shall be the certificate of incorporation of the Surviving Corporation (the "*Surviving Corporation Charter*"), until thereafter amended in accordance with its terms and as provided by applicable Law.

(b) At the Effective Time, and without any further action on the part of the Company and Merger Sub, the bylaws of the Company as of immediately prior to the Effective Time shall be the bylaws of the Surviving Corporation until thereafter amended in accordance with their terms, the Surviving Corporation Charter and as provided by applicable Law.

(c) At the effective time of the Second Merger, the certificate of formation of Merger Sub 2 shall be the certificate of formation of the Surviving LLC, except that the certificate of formation of the Surviving LLC shall be amended to reflect that the name of the Surviving LLC shall be "Schawk LLC", or such other name as Parent shall determine, and, as so amended, such certificate of formation shall be the certificate of formation of the Surviving LLC until thereafter amended as provided therein or by applicable Law.

(d) At the effective time of the Second Merger, the Limited Liability Company Agreement of Merger Sub 2 shall thereafter be the Limited Liability Company Agreement of the Surviving LLC, except that the Limited Liability Company Agreement of the Surviving LLC shall be amended to reflect that the name of the Surviving LLC shall be "Schawk LLC" or such other name as Parent shall determine, and, as so amended, such Limited Liability Company Agreement shall be the Limited Liability Company Agreement of the Surviving LLC until thereafter amended as provided therein or by applicable Law.

Section 1.6 *Directors and Managers*. The parties hereto shall take all necessary action such that the directors of Merger Sub immediately prior to the Effective Time shall be the directors of the Surviving Corporation until the earlier of their death, resignation or removal or until their respective successors are duly elected and qualified. At the effective time of the Second Merger, the parties hereto shall take all necessary action such that the directors of the Surviving Corporation shall become the managers of the Surviving LLC until their respective successors are duly elected or appointed and qualified or their earlier death, resignation or removal in accordance with the Limited Liability Company Agreement of the Surviving LLC.

Section 1.7 *Officers*. Prior to the Effective Time, Parent shall inform the Company in writing of the individuals who shall be the officers of the Surviving Corporation from and after the Effective Time and the offices each such officer shall hold. The parties hereto shall take all necessary action such that such individuals shall hold such offices until their respective successors are duly appointed and qualified or their earlier death, resignation or removal in accordance with the certificate of incorporation and by-laws of the Surviving Corporation. At the effective time of the Second Merger, the parties hereto shall take all necessary actions such that the officers of the Surviving Corporation shall become the officers of the Surviving LLC and shall hold such offices until their respective successors are duly appointed and qualified or their earlier death, resignation or removal in accordance with the Limited Liability Company Agreement of the Surviving LLC.

ARTICLE II

EFFECTS OF THE MERGERS ON THE CAPITAL STOCK OF THE CONSTITUENT ENTITIES; EXCHANGE OF CERTIFICATES; COMPANY STOCK BASED EQUITY AWARDS

Section 2.1 *Merger*.

(a) At the Effective Time, by virtue of the Merger and without any action on the part of the Company, Parent, Merger Sub or the holders of any shares of capital stock of the Company, Parent or Merger Sub:

(i) Subject to Section 2.1(d), each issued and outstanding share of Class A Common Stock, par value $0.008 per share, of the Company (the "*Shares*") (other than Shares to be canceled in accordance with Section 2.1(a)(ii) and any Dissenting Shares) shall thereupon be converted automatically into and shall thereafter represent the right to receive (i) 0.20582 (the "*Stock Merger Consideration*") of a share of Class A Common Stock, par value $1.00 per share, of the Parent ("*Parent Common Stock*"), and (ii) $11.80 in cash, without interest (the "*Cash Merger Consideration*"). The Stock Merger Consideration, together with the Cash Merger Consideration is referred to herein as the "*Merger Consideration*". As of the Effective Time, each such Share shall no longer be outstanding and shall automatically cease to exist, and shall thereafter only represent the right to receive the Merger Consideration to be issued and paid in accordance with Section 2.3, without interest.

(ii) Each Share held in the treasury of the Company or owned, directly or indirectly, by Parent, Merger Sub, Merger Sub 2 or any wholly owned Subsidiary of the Company immediately prior to the Effective Time shall automatically be cancelled and shall cease to exist, and no consideration shall be delivered in exchange therefor.

(iii) Each share of common stock, par value $0.01 per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and become one validly issued, fully paid and non-assessable share of common stock, par value $0.01 per share, of the Surviving Corporation.

(b) At the effective time of the Second Merger, by virtue of the Second Merger and without any action on the part of the Surviving Corporation or Merger Sub 2:

(i) each issued share of common stock, par value $0.01 per share, of the Surviving Corporation shall be automatically cancelled and shall cease to exist and no consideration shall be delivered in exchange therefor; and

(ii) the membership interests of Merger Sub 2 immediately prior to the effective time of the Second Merger shall continue unchanged as a result of the Second Merger as the membership interests of the Surviving LLC from and after the effective time of the Second Merger.

(c) If at any time during the period between the date of this Agreement and the Effective Time, any change in the outstanding shares of capital stock of the Company or Parent, or securities convertible into or exchangeable into or exercisable for shares of such capital stock, shall occur as a result of any reclassification, recapitalization, stock split (including a reverse stock split) or subdivision or combination, exchange or readjustment of shares, or any stock dividend or stock distribution with a record date during such period (excluding, in each case, normal quarterly cash dividends), merger or other similar transaction, the Merger Consideration shall be equitably adjusted, without duplication, to reflect such change; *provided*, that nothing in this Section 2.1(c) shall be construed to permit the Company or Parent to take any action with respect to its securities that is otherwise expressly prohibited by the terms of this Agreement.

(d) Notwithstanding anything contained in this Agreement to the contrary, if, prior to the Effective Time, it is determined that the conditions described in Sections 6.2(e) and 6.3(d) cannot be satisfied because the Total Stock Consideration would be less than 40.5% of the aggregate Base Merger Consideration (determined without regard to this Section 2.1(d)), then the Stock Merger Consideration shall be increased (with a corresponding reduction in the Cash Merger Consideration) to the extent necessary so that the Total Stock Consideration is equal to 40.5% of the aggregate Base Merger Consideration (the "*Adjustment*"). The Adjustment made pursuant to this Section 2.1(d) shall be made as follows: for each .00001 of a share of Parent Common Stock increase to the Stock Merger Consideration, there will be a corresponding decrease to the Cash Merger Consideration in the amount of the product of .00001 multiplied by the Parent Signing Price.

Section 2.2 *Treatment of Options and Other Equity-Based Awards.*

(a) Each option (each, a "*Company Stock Option*") to purchase Shares granted under the Schawk, Inc. 2006 Long-Term Incentive Plan and the Schawk, Inc. 2003 Equity Option Plan (the "*Company Stock Plans*"), whether vested or unvested, that is outstanding upon the execution of this Agreement is hereby cancelled and, in exchange therefor, the Company is paying promptly to each former holder of any such cancelled Company Stock Option an amount in cash (without interest, and subject to deduction for any required withholding Tax) equal to the product of (i) the excess of $20.00 over the exercise price per Share under such Company Stock Option and (ii) the number of Shares subject to such Company Stock Option; *provided*, that if the exercise price per Share of any such Company Stock Option is equal to or greater than $20.00, no cash payment shall be made in respect of the cancellation of such Company Stock Option.

(b) Each stock appreciation right with respect to Shares (each, an "*SAR*") granted under a Company Stock Plan, whether vested or unvested, that is outstanding upon the execution of this Agreement is hereby cancelled and, in exchange therefor, the Company is paying promptly to each former holder of any such cancelled SAR an amount in cash (without interest, and subject to deduction for any required withholding Tax) equal to the product of (i) the excess of $20.00 over the grant price per Share under such SAR and (ii) the number of SARs subject to such cancelled SAR; *provided*, that if the grant price of such SAR is equal to or greater than $20.00, no cash payment shall be made in respect of the cancellation of such SAR.

(c) Each restricted stock unit with respect to Shares (each, an "*RSU*") granted under a Company Stock Plan that is outstanding upon the execution of this Agreement is hereby cancelled and, in exchange therefor, the Company is paying promptly to each former holder of any such cancelled RSU an amount in cash (without interest, and subject to deduction for any required withholding Tax) equal to the product of (i) $20.00 and (ii) the portion of the Shares that would have been payable under such cancelled RSU if such RSU had vested and become payable in accordance with its terms on the date of this Agreement; *provided, however,* that any RSU with respect to which a cash payment is not permitted to be made promptly following its cancellation under the terms of the instrument granting such RSU shall instead entitle its holder to receive the cash payment in an amount described in this Section 2.2(c) above upon the earlier to occur of: (x) the date such cash payment is permitted under the relevant instrument; or (y) immediately prior to the Effective Time.

(d) Each restricted Share outstanding under a Company Stock Plan (each, a "*Restricted Share*") that is unvested and outstanding upon the execution of this Agreement shall vest in accordance with its terms on the date of this Agreement and shall be deemed to be an outstanding Share for the purposes of this Agreement and the Merger. Any portion of a Restricted Share that does not vest on the date of this Agreement is hereby cancelled and forfeited, and no consideration shall be payable in respect of such cancelled and forfeited portion.

(e) The Company shall deliver all required notices to each holder of Company Stock Options, Restricted Shares, RSUs and SARs setting forth each holder's rights pursuant to the respective Company Stock Plan, stating that such Company Stock Options, Restricted Shares, RSUs and SARs shall be treated in the manner set forth in this Section 2.2.

(f) The Company shall take all actions necessary to ensure that, as of the Effective Time, (i) the Company Stock Plans shall terminate and (ii) no holder of a Company Stock Option, a Restricted Share, an RSU or a SAR or any participant in any Company Stock Plan or any other employee incentive or benefit plan, program or arrangement or any non-employee director plan maintained by the Company shall have any rights to acquire, or other rights in respect of, the capital stock of the Company, the Surviving Corporation, the Surviving LLC or any of their Subsidiaries, except as set forth in this Section 2.2.

(g) With respect to the Schawk, Inc. Amended and Restated Employee Stock Purchase Plan (the "*ESPP*"), the Company shall amend the ESPP effective on or before the date of this Agreement so that after March 31, 2014 (i) no further "Options" (as defined in the ESPP) shall be granted under the ESPP, and (ii) any accumulated payroll deductions previously withheld on behalf of the participants in the ESPP shall be refunded to such employees such that the balance of the Purchase Account (as defined in the ESPP) shall be $0. In addition, immediately prior to the Effective Time, the Company shall, in accordance with the ESPP plan document and all applicable Laws, take all action necessary to terminate the ESPP and to distribute all Deposited Shares (as defined in the ESPP) to Participants.

Section 2.3 *Exchange and Payment*.

(a) Prior to the Effective Time, Parent and Merger Sub shall enter into an agreement with a bank or trust company mutually acceptable to Parent and the Company (the "*Exchange Agent*") for the purpose of exchanging the Shares for the Merger Consideration. At or prior to the Effective Time, Parent shall deposit with the Exchange Agent, in trust for the benefit of holders of Shares, certificates representing the shares of Parent Common Stock and cash constituting the Merger Consideration. From and after the Effective Time, Parent shall provide to the Exchange Agent cash in immediately available funds and/or other property sufficient to pay any dividends and other distributions pursuant to Section 2.3(d), as and when such dividends or distributions are paid or made. Parent further agrees, following the Effective Time, to promptly make available to the Exchange Agent, from time to time as needed, any additional cash and/or shares of Parent Common Stock to pay the Merger Consideration as contemplated by this Article II. Any cash and the certificates representing Parent Common Stock deposited with the Exchange Agent shall hereinafter be referred to as the "*Exchange Fund*". The Merger Consideration so deposited with the Exchange Agent shall, pending its disbursement to the holders of Shares, be invested by the Exchange Agent in (i) short-term direct obligations of the United States of America or (ii) short-term obligations for which the full faith and credit of the United States of America is pledged to provide for the payment of principal and interest. Any interest and other income from any such investments shall become part of the funds held by the Exchange Agent for purposes of paying the Merger Consideration. Without limiting the foregoing, no investment by the Exchange Agent of the Merger Consideration shall (x) have maturities that could prevent or delay payments to be made pursuant to this Agreement or (y) relieve Parent or the Exchange Agent from making the payments required by this Article II. The Exchange Fund shall not be used for any purpose other than to fund the payment required by this Article II. Parent shall pay the fees and expenses of the Exchange Agent.

(b) As soon as reasonably practicable after the Effective Time, the Surviving Corporation shall cause the Exchange Agent to mail to each holder of record of an outstanding certificate or outstanding certificates ("*Certificates*") and to each holder of uncertificated Shares represented by book entry ("*Book-Entry Shares*") that immediately prior to the Effective Time represented outstanding Shares that were converted into the right to receive the Merger Consideration with respect thereto, (i) a form of letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates held by such Person shall pass, only upon proper delivery of the Certificates to the Exchange Agent, and which letter shall be in customary form and contain such other provisions as Parent or the Exchange Agent may reasonably specify) and (ii) instructions for use in effecting the surrender of such Certificates or Book-Entry Shares in exchange for the Merger Consideration payable with respect thereto pursuant to Section 2.1(a). Upon surrender of a Certificate to the Exchange Agent, together with such letter of transmittal (or, in the case of a Book-Entry Share, upon delivery of such letter of transmittal), duly completed and validly executed in accordance with the instructions thereto, and such other documents as the Exchange Agent may reasonably require (a "*Proper Delivery*"), the holder of such Certificate or Book-Entry Share shall be entitled to receive in exchange therefor (A) one or more shares of Parent Common Stock representing, in the aggregate, the whole number of shares that such holder is entitled to receive pursuant to Section 2.1 (after aggregating any fractional shares resulting from all Shares surrendered by such holder pursuant to the Merger), (B) the Cash Merger Consideration that such holder is entitled to receive pursuant to Section 2.1 in respect of the Shares represented by such Certificate or Book-Entry Share and/or (C) a check in the amount of cash that such holder is entitled to be paid in respect of any fractional shares of Parent Common Stock pursuant to Section 2.3(e) and dividends and other distributions pursuant to Section 2.3(d), if any, and the Certificate so surrendered shall forthwith be cancelled. No interest will be paid or accrued on any Merger Consideration payable in respect of Certificates or Book-Entry Shares. Payment of Merger Consideration shall be made as promptly as practicable after the date of Proper Delivery of the applicable Certificate or Book-Entry Share.

(c) If payment of the Merger Consideration is to be made to a Person other than the Person in whose name the surrendered Certificate or Book-Entry Share is registered, it shall be a condition of payment that such Certificate so surrendered shall be properly endorsed or shall be otherwise in proper form for transfer or such Book-Entry Share shall be properly transferred and that the Person requesting such payment shall have paid any transfer and other Taxes required by reason of the payment of the Merger Consideration to a Person other than the registered holder of the Certificate or Book-Entry Share surrendered or shall have established to the satisfaction of Parent that such Tax either has been paid or is not applicable.

(d) Until surrendered as contemplated by this Section 2.3, each Certificate or Book-Entry Share shall be deemed at any time after the Effective Time to represent only the right to receive the Merger Consideration payable in respect of Shares theretofore represented by such Certificate or Book-Entry Shares, as applicable, pursuant to Section 2.1(a), without any interest thereon. No dividends or other distributions declared or made after the Effective Time with respect to the Parent Common Stock with a record date after the Effective Time shall be paid to any holder of any unsurrendered Certificate or Book-Entry Share, and no cash payment in respect of fractional shares shall be paid to any such holder pursuant to Section 2.3(e), unless and until the holder of such Certificate or Book-Entry Share shall surrender such Certificate or return the form of letter of transmittal in the case of a Book-Entry Share, in accordance with Section 2.3(b). Subject to the effect of escheat, Tax or other applicable Laws, following surrender of any such Certificate or return of the form of letter of transmittal in the case of a Book- Entry Share, there shall be paid to the holder of the Certificates or Book-Entry Share, without interest, (i) an amount equal to the amount (and type) of dividends or other distributions with a record date after the Effective Time theretofore paid or made with respect to such whole shares of Parent Common Stock for which the Shares represented by the Certificates or Book-Entry Shares were exchanged, and (ii) without duplication, at the appropriate payment date, an amount equal to the amount (and type) of dividends or other distributions, with a record date after the Effective Time but prior to the date of surrender of such holder's Certificate or return of the form of letter of transmittal in the case of a Book-Entity Share, and a payment date occurring after the date of surrender, payable with respect to such whole shares of Parent Common Stock for which the Shares represented by the Certificates or Book-Entry Shares were exchanged.

(e) No certificates or scrip representing fractional shares of Parent Common Stock shall be issued upon the surrender for exchange of Certificates or Book-Entry Shares, and such fractional share interests will not entitle the owner thereof to vote or to any rights of a shareholder of Parent. Notwithstanding any other provision of this Agreement, each former holder of Shares who would otherwise have been entitled to receive a fraction of share of Parent Common Stock (after taking into account all Certificates and Book-Entry Shares delivered by such holder) shall receive, in lieu thereof, cash (without interest) in an amount, less the amount of any withholding taxes which may be required thereon, equal to such fractional part of a share of Parent Common Stock multiplied by the arithmetic average of the average daily high and low sales prices per share of Parent Common Stock as reported on NASDAQ during the ten trading days immediately preceding the date on which the Effective Time occurs.

(f) All Merger Consideration delivered upon the surrender for exchange of Certificates or Book-Entry Shares in accordance with the terms of this Article II shall be deemed to have been paid in full satisfaction of all rights pertaining to the Shares formerly represented by such Certificates or Book-Entry Shares. At the Effective Time, the stock transfer books of the Company shall be closed and there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the Shares that were outstanding immediately prior to the Effective Time. If, after the Effective Time, Certificates are presented to the Surviving Corporation or the Exchange Agent for transfer or transfer is sought for Book-Entry Shares, such Certificates or Book-Entry Shares shall be canceled and exchanged as provided in this Article II, subject to applicable Law in the case of Dissenting Shares.

(g) Any portion of the Exchange Fund (and any interest or other income earned thereon) that remains undistributed to the holders of Certificates or Book-Entry Shares twelve months after the Effective Time shall be delivered to the Parent, upon demand, and any holders of Certificates or Book-Entry Shares who have not theretofore complied with this Article II shall thereafter look only to Parent (subject to abandoned property, escheat or other similar Laws), as general creditors thereof, for payment of the Merger Consideration with respect to Shares formerly represented by such Certificate or Book-Entry Share, without interest. Any amounts remaining unclaimed by such holders at such time at which such amounts would otherwise escheat to or become property of any Governmental Authority shall become, to the extent permitted by applicable Law, the property of Parent or its designee, free and clear of all claims or interest of any Person previously entitled thereto.

(h) None of Parent, the Surviving Corporation, the Exchange Agent or any other Person shall be liable to any Person in respect of cash from the Exchange Fund properly delivered to a public official pursuant to any applicable abandoned property, escheat or similar Law.

(i) If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit, in form and substance reasonably acceptable to Parent, of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if required by Parent or the Exchange Agent, the posting by such Person of a bond in such amount as Parent or the Exchange Agent may determine is reasonably necessary as indemnity against any claim that may be made against it or the Surviving Corporation with respect to such Certificate, the Exchange Agent will deliver in exchange for such lost, stolen or destroyed Certificate the Merger Consideration payable in respect thereof pursuant to this Agreement.

Section 2.4 *Withholding Rights*. Parent, Merger Sub, the Surviving Corporation and the Exchange Agent shall be entitled to deduct and withhold from the consideration otherwise payable to any holder of Shares, Company Stock Options, RSUs, SARs or otherwise pursuant to this Agreement such amounts as Parent, the Surviving Corporation or the Exchange Agent is required to deduct and withhold with respect to the making of such payment under the Code, or any provision of state, local or foreign Tax Law. To the extent that amounts are so withheld and paid over to the appropriate taxing authority by Parent, Merger Sub, the Surviving Corporation or the Exchange Agent, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

Section 2.5 *Dissenting Shares*. Notwithstanding anything in this Agreement to the contrary, Shares issued and outstanding immediately prior to the Effective Time that are held by any holder who has not voted in favor of the Merger and who is entitled to demand and properly demands appraisal pursuant to Section 262 of the DGCL ("*Dissenting Shares*") shall not be converted into the right to receive the Merger Consideration, unless and until such holder shall have failed to perfect, or shall have effectively withdrawn or lost, such holder's right to appraisal under the DGCL. Dissenting Shares shall be treated in accordance with Section 262 of the DGCL. If any such holder fails to perfect or withdraws or loses any such right to appraisal, each such Share of such holder shall thereupon be converted into and become exchangeable only for the right to receive, as of the later of the Effective Time and the time that such right to appraisal has been irrevocably lost, withdrawn or expired, the Merger Consideration in accordance with Section 2.1(a). The Company shall serve prompt notice to Parent of any demands for appraisal of any Shares, attempted withdrawals of such notices or demands and any other instruments received by the Company relating to rights to appraisal, and Parent shall have the right to participate in all negotiations and proceedings with respect to such demands. The Company shall not, without the prior written consent of Parent, make any payment with respect to, settle or offer to settle, or approve any withdrawal of any such demands.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except (i) as set forth in the disclosure letter delivered by the Company to Parent prior to the execution of this Agreement (the "*Company Disclosure Letter*") or (ii) as set forth in the Company SEC Documents filed prior to the date of this Agreement, the Company represents and warrants to Parent and Merger Sub as follows:

Section 3.1 *Organization, Standing and Power*.

(a) The Company is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware, and has all requisite corporate or similar power and authority to own, lease and operate its properties and to carry on its business as now being conducted. The Company and each of the Company's Subsidiaries is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the nature of its business or the ownership, leasing or operation of its properties makes such qualification or licensing necessary, except where the failure to be so qualified or licensed or in good standing has not had and would not reasonably be expected to have a Company Material Adverse Effect. Each of the Company's Subsidiaries is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization, except in each case as would not have a Company Material Adverse Effect. For purposes of this Agreement, "*Company Material Adverse Effect*" means any event, change, circumstance, occurrence, effect or state of facts that is materially adverse to the business, assets, liabilities, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole; *provided, however,* that no event, change, circumstance, occurrence, effect or state of facts to the extent arising out of or attributable to any of the following, either alone or in combination, shall constitute, or be taken into account in determining whether there is or has been, a Company Material Adverse Effect: (1) any condition, change, event, occurrence or effect in the industry in which the Company or any of its Subsidiaries operates, or the United States or global economy, (2) changes, events, effects or occurrences in financial, credit, banking or securities markets, including effects on such markets resulting from any regulatory and political conditions or developments in general as well as any decline in the price of any market index, or in respect of any interest rate or exchange rate changes or general financial or capital market conditions, (3) compliance with the terms of this Agreement, the taking of any action required by this Agreement or taken pursuant to or in connection with this Agreement with the consent or at the request or direction of Parent, or the failure to take any action that is prohibited by this Agreement or that is not taken as a result of a failure of Parent to consent to any action requiring Parent's consent under this Agreement or any action taken by Parent, Merger Sub or Merger Sub 2, (4) any acts of God, natural disasters, terrorism, armed hostilities, sabotage, war or any escalation or worsening of acts of terrorism, armed hostilities or war; (5) the negotiation, execution, announcement or performance of this Agreement or the announcement, pendency of or performance of the transactions contemplated by this Agreement, including by reason of the identity of Parent or any communication by Parent regarding the plans or intentions of Parent with respect to the conduct of the business of the Company or any of its Subsidiaries and including the impact of any of the foregoing on any relationships, contractual or otherwise, with customers, suppliers, distributors, collaboration partners, stockholders, lenders, employees or regulators (including without limitation, any cancellations of or delays in customer or client agreements, any reduction in sales, any disruption in supplier, distributor, partner or similar relationships or any loss of employees caused thereby), (6) any failure, in and of itself, by the Company or its Subsidiaries to meet internal, analysts' or other earnings estimates or financial projections, or forecasts for any period, or the issuance of revised projections that are not as optimistic as those in existence as of the date hereof, or any change in credit ratings or other ratings with respect to the Company or any of its Subsidiaries and (7) any pending, initiated or threatened legal or administrative proceeding, claim, suit or action against the Company, any of its Subsidiaries or any of their respective officers or directors, in each case, arising out of or relating to the execution of this Agreement or the announcement, pendency or performance of the transactions contemplated by this Agreement; *provided, that*, with respect to clauses (1), (2) and (4), the impact of such event, change, circumstances, occurrence, effect or state of facts is not disproportionately adverse (relative to other industry participants of comparable size to the Company) to the Company and its Subsidiaries, taken as a whole.

(b) The Company has previously delivered or made available to Parent true and complete copies of the Company's certificate of incorporation (the "*Company Charter*") and bylaws (the "*Company Bylaws*") and the certificate of incorporation and by-laws (or comparable organizational documents) of each of its Subsidiaries, in each case as amended to the date of this Agreement, and each as so delivered is in full force and effect. The Company has made available to Cohen & Grigsby, P.C. true and complete copies of the minutes of all meetings of the Stockholders, the Company Board and each committee of the Company Board and the minutes of meetings of the Stockholders and board of directors of each of its Subsidiaries held since January 1, 2010, except for (i) minutes or actions of the Company Board or committees of the Company Board that relate to, or such portions of such minutes or actions that relate to, the consideration by such directors of the transactions contemplated hereby or other similar transactions, and (ii) minutes or other actions of the special committee of the Company Board established on November 12, 2013, in connection with the Company's evaluation of strategic alternatives (the "*Special Committee*").

Section 3.2 *Capital Stock*.

(a) The authorized capital stock of the Company consists of 40,000,000 Shares, 200,000 shares of Class B Common Stock, par value $0.05 per share (*"Class B Common Stock"*), and 1,000,000 shares of Preferred Stock, par value $0.01 per share (*"Preferred Stock"*). As of the close of business on March 14, 2014, (i) 26,287,667 Shares were issued and outstanding, (ii) no Shares were held by the Company in its treasury, (iii) 1,407,138 Shares were reserved for issuance pursuant to outstanding awards under Company Stock Plans (of which 1,104,711 Shares were subject to outstanding Company Stock Options, 163,933 Shares were subject to outstanding SARs, and 138,494 Shares were subject to outstanding RSUs) and (iv) 3,828 Shares were subject to purchase pursuant to the ESPP based on the Company's closing stock price as of March 14, 2014. No shares of Class B Common Stock or Preferred Stock are issued and outstanding. All the outstanding shares of capital stock of the Company are, and all shares reserved for issuance as noted in clause (iii) above will be, when issued in accordance with the terms thereof, duly authorized, validly issued, fully paid and nonassessable and not subject to any preemptive rights. No shares of capital stock of the Company are owned by any Subsidiary of the Company. All the outstanding shares of capital stock or other voting securities or equity interests of each Subsidiary of the Company have been duly authorized and validly issued, are fully paid, nonassessable and not subject to any preemptive rights. All of the shares of capital stock or other voting securities or equity interests of each such Subsidiary are owned, directly or indirectly, by the Company, free and clear of all pledges, claims, liens, charges, options, rights of first refusal, encumbrances and security interests of any kind or nature whatsoever (including any limitation on voting, sale, transfer or other disposition or exercise of any other attribute of ownership) (collectively, "*Liens*"), other than Permitted Liens. Neither the Company nor any of its Subsidiaries has outstanding any bonds, debentures, notes or other obligations having the right to vote (or convertible into, or exchangeable or exercisable for, securities having the right to vote) with the stockholders of the Company or such Subsidiary on any matter. Except as set forth above in this Section 3.2(a), there are no outstanding (A) shares of capital stock or other voting securities or equity interests of the Company, (B) securities of the Company or any of its Subsidiaries convertible into or exchangeable or exercisable for shares of capital stock of the Company or any of its Subsidiaries or other voting securities or equity interests of the Company or any of its Subsidiaries, (C) stock appreciation rights, "phantom" stock rights, performance units, interests in or rights to the ownership or earnings of the Company or any of its Subsidiaries or other equity equivalent or equity-based award or right, (D) subscriptions, options, warrants, calls, commitments, Contracts or other rights to acquire from the Company or any of its Subsidiaries, or obligations of the Company or any of its Subsidiaries to issue, any shares of capital stock of the Company or any of its Subsidiaries, voting securities, equity interests or securities convertible into or exchangeable or exercisable for capital stock or other voting securities or equity interests of the Company or any of its Subsidiaries or rights or interests described in clause (C), or (E) obligations of the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any such securities or to issue, grant, deliver or sell, or cause to be issued, granted, delivered or sold, any such securities. Other than the Support Agreements, there are no stockholder agreements, voting trusts or other agreements or understandings to which the Company or any of its Subsidiaries is a party or on file with the Company with respect to the holding, voting, registration, redemption, repurchase or disposition of, or that restricts the transfer of, any capital stock or other equity interest of the Company or any of its Subsidiaries.

(b) Section 3.2(b) of the Company Disclosure Letter sets forth a true and complete list of all holders, as of the close of business on March 14, 2014, of outstanding Company Stock Options, Restricted Shares, SARs, RSUs or other rights to purchase or receive Shares or similar rights granted under the Company Stock Plans or otherwise (collectively, "*Company Stock Awards*"), indicating as applicable, with respect to each Company Stock Award then outstanding, the type of award granted, the number of Shares subject to such Company Stock Award, the name of the plan under which such Company Stock Award was granted, the date of grant, exercise or purchase price, vesting schedule, payment schedule (if different from the vesting schedule) and expiration thereof, and whether (and to what extent) the vesting of such Company Stock Award will be accelerated or otherwise adjusted in any way or any other terms will be triggered or otherwise adjusted in any way by the consummation of the transactions contemplated by this Agreement or by the termination of employment or engagement or change in position of any holder thereof following or in connection with the Merger. Each Company Stock Option intended to qualify as an "incentive stock option" under Section 422 of the Code so qualifies and the exercise price of each other Company Stock Option is no less than the fair market value of a Share as determined on the date of grant of such Company Stock Option, and no Company Stock Option is subject to Section 409A of the Code. No Company Stock Options or RSUs that are outstanding have been granted other than pursuant to the Company Stock Plans. The Company has made available to Parent true and complete copies of all Company Stock Plans and the forms of all agreements evidencing outstanding Company Stock Awards.

Section 3.3 *Subsidiaries*. Section 3.3 of the Company Disclosure Letter sets forth a true and complete list of each Subsidiary of the Company, including its jurisdiction of incorporation or formation. Except for the capital stock of, or other equity or voting interests in, its Subsidiaries, the Company does not own, directly or indirectly, any material equity, membership interest, partnership interest, joint venture interest, or other equity or voting interest in, or any interest convertible into, exercisable or exchangeable for any of the foregoing, nor is it under any current or prospective obligation to form or participate in, provide funds to, make any loan, capital contribution, guarantee, credit enhancement or other investment in, or assume any liability or obligation of, any Person.

Section 3.4 *Authority*.

(a) The Company has all necessary corporate power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Company and no other corporate proceedings on the part of the Company are necessary to approve this Agreement or to consummate the transactions contemplated hereby, subject to the adoption of this Agreement by the holders of at least a majority in voting power of the outstanding Shares (the "*Company Stockholder Approval*"), and further subject, in the case of the consummation of the Second Merger, to the filing of the Company's annual franchise tax report and the payment of all franchise taxes and fees required to be paid in connection therewith. This Agreement has been duly executed and delivered by the Company and, assuming the due authorization, execution and delivery by Parent, Merger Sub and Merger Sub 2, constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except that (i) such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereafter in effect, relating to creditors' rights generally and (ii) equitable remedies of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(b) The Board of Directors of the Company (the "*Company Board*"), at a meeting duly called and held at which a quorum was present, upon the recommendation of the Special Committee, duly adopted resolutions (which are currently in effect as adopted) (i) determining that the terms of this Agreement, the Merger, the Second Merger and the other transactions contemplated hereby are fair to and in the best interests of the Stockholders, (ii) approving and declaring advisable this Agreement and the transactions contemplated hereby, including the Merger, the Second Merger and the Support Agreements, (iii) directing that this Agreement be submitted to the Stockholders for adoption thereby, and (iv) recommending that the Stockholders vote in favor of the adoption of this Agreement (the "*Company Board Recommendation*"). The Company is providing to Parent concurrently herewith true and complete copies of the resolutions of the Company Board described herein.

(c) The Company Stockholder Approval is the only vote of the holders of any class or series of the Company's capital stock or other securities required for the consummation of the Merger. No vote of the holders of any class or series of the Company's capital stock or other securities is required for the consummation of any of the transactions contemplated hereby to be consummated by the Company other than the Merger.

Section 3.5 *No Conflict; Consents and Approvals*.

(a) The execution, delivery and performance of this Agreement by the Company does not, and (assuming that all consents, approvals, authorizations and other actions described in Section 3.5 of the Company Disclosure Letter have been obtained and all filings and obligations described in Section 3.5 of the Company Disclosure Letter have been made and any waiting periods thereunder have terminated or expired) the consummation of the Merger and compliance by the Company with the provisions hereof will not, conflict with, or result in any violation or breach of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of, or result in, termination, cancellation, modification or acceleration of any obligation or to the loss of a material benefit under, or result in the creation of any Lien in or upon any of the properties, assets or rights of the Company or any of its Subsidiaries under, or give rise to any increased, additional, accelerated or guaranteed rights or entitlements under, or require any consent, waiver or approval of any Person pursuant to, any provision of (i) the Company Charter or Company Bylaws, or the certificate of incorporation or bylaws (or similar organizational documents) of any Subsidiary of the Company, (ii) any bond, debenture, note, mortgage, indenture, guarantee, license, lease, purchase or sale order or other contract, agreement or other obligation binding on the Company and its Subsidiaries or any of their respective assets, whether oral or written (each, including all amendments thereto, a "*Contract*") to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries or any of their respective properties or assets may be bound or (iii) subject to the governmental filings and other matters referred to in Section 3.5(b), any federal, state, local or foreign law (including common law), statute, ordinance, rule, code, regulation, order, judgment, injunction, decree or other legally enforceable requirement ("*Law*") or any rule or regulation of the New York Stock Exchange applicable to the Company or any of its Subsidiaries or by which the Company or any of its Subsidiaries or any of their respective properties or assets may be bound, except as individually or in the aggregate would not have or reasonably be expected to have a Company Material Adverse Effect.

(b) No consent, approval, order or authorization of, or registration, declaration, filing with or notice to, any federal, state, local or foreign government or subdivision thereof or any other governmental, administrative, judicial, arbitral, legislative, executive, regulatory or self-regulatory authority, instrumentality, agency, commission or body (each, a "*Governmental Entity*") is required by or with respect to the Company or any of its Subsidiaries in connection with the execution, delivery and performance of this Agreement by the Company or the consummation by the Company of the Mergers or compliance with the provisions hereof, except for (i) the filing of the pre-merger notification report under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "*HSR Act*") and the receipt of all foreign merger approvals, authorizations or consents that Parent considers to be reasonably necessary, (ii) such filings and reports as may be required pursuant to the applicable requirements of the Securities Act, the Exchange Act and any other applicable state or federal securities, takeover and "blue sky" laws, (iii) the filing of the First Certificate of Merger and the Second Certificate of Merger with the Delaware Secretary of State as required by the DGCL and the Delaware Limited Liability Company Act, and the filing of franchise tax reports or other documents with the Delaware Secretary of State in connection therewith, (iv) any filings and approvals required under the rules and regulations of the New York Stock Exchange, and (v) such other consents, approvals, orders, authorizations, registrations, declarations, filings or notices the failure of which to be obtained or made, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect.

Section 3.6 *SEC Reports; Financial Statements*.

(a) The Company has filed with or furnished to the United States Securities and Exchange Commission (the "*SEC*") on a timely basis, and has heretofore made available to Parent, true and complete copies of all reports and proxy statements required to be filed or furnished by the Company with the SEC since December 31, 2011 (together, the "*Company SEC Documents*"). As of their respective filing dates (or, if amended or superseded by a filing prior to the date of this Agreement, then as of the date of such filing), the Company SEC Documents complied in all material respects with the requirements of the Exchange Act and the Sarbanes-Oxley Act of 2002 (the "*Sarbanes-Oxley Act*"), as the case may be, including, in each case, the rules and regulations promulgated thereunder, applicable to such Company SEC Documents, and none of the Company SEC Documents filed with the SEC as of their respective filing dates (or, if amended, the date of the filing of such amendment, with respect to the disclosures that are amended) contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(b) The consolidated financial statements (including the related notes thereto) included (or incorporated by reference) in the Company SEC Documents filed with the SEC (i) have been prepared in a manner consistent with the books and records of the Company and its Subsidiaries, (ii) have been prepared in all material respects in accordance with generally accepted accounting principles ("*GAAP*") (except, in the case of unaudited statements, as permitted by Form 10-Q of the SEC) applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto), (iii) comply as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC as then in effect with respect thereto and (iv) fairly present in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries as of the dates thereof and their respective results of operations and cash flows for the periods then ended (except in each case as may be indicated in the notes thereto and subject, in the case of unaudited statements, to normal and recurring year-end audit adjustments that did not have and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect), all in accordance with GAAP and the applicable rules and regulations promulgated by the SEC. Since December 31, 2011, the Company has not made any material change in the accounting practices or policies applied in the preparation of its financial statements, except as required by GAAP, SEC rule or policy or applicable Law. The books and records of the Company and its Subsidiaries have been, and are being, maintained in all material respects in accordance with GAAP (to the extent applicable) and any other applicable legal and accounting requirements and reflect only actual transactions.

(c) The Company has established and maintains a system of internal control over financial reporting (as defined in Rules 13a-15(f) under the Exchange Act) sufficient to provide reasonable assurance regarding the reliability of the Company's financial reporting and the preparation of the Company's financial statements for external purposes in accordance with GAAP. The Company has disclosed, based on its most recent evaluation of the Company's internal control over financial reporting prior to the date hereof, to Company's auditors and audit committee (i) any significant deficiencies and material weaknesses in the design or operation of Company's internal control over financial reporting that are reasonably likely to adversely affect Company's ability to record, process, summarize and report financial information and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in Company's internal control over financial reporting.

(d) The Company has established and maintains disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act). Such disclosure controls and procedures are reasonably designed to ensure that all material information required to be disclosed by the Company in the reports it files under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC and is accumulated and made known to the Company's management as appropriate to allow timely decisions regarding required disclosure and to make the certifications required pursuant to Sections 302 and 906 of the Sarbanes-Oxley Act.

(e) Since January 1, 2009, (i) neither the Company nor any of its Subsidiaries nor, to the knowledge of the Company, any director, officer, employee, auditor, accountant or representative of the Company or any of its Subsidiaries has received or otherwise had or obtained knowledge of any material complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of the Company or any of its Subsidiaries or their respective internal accounting controls, including any material complaint, allegation, assertion or claim that the Company or any of its Subsidiaries has engaged in questionable accounting or auditing practices and (ii) no attorney representing the Company or any of its Subsidiaries, whether or not employed by the Company or any of its Subsidiaries, has reported evidence of a material violation of securities Laws, breach of fiduciary duty or similar violation by the Company or any of its Subsidiaries or any of their respective officers, directors, employees or agents to the Company Board or any committee thereof or to any director or officer of the Company or any of its Subsidiaries.

(f) As of the date of this Agreement, there are no outstanding or unresolved comments received from the SEC staff with respect to the Company SEC Documents. To the knowledge of the Company, none of the Company SEC Documents is subject to ongoing review or outstanding SEC comment or investigation.

(g) Neither the Company nor any of its Subsidiaries is a party to, or has any commitment to become a party to, any joint venture, off balance sheet partnership or any similar Contract (including any Contract or arrangement relating to any transaction or relationship between or among the Company and any of its Subsidiaries, on the one hand, and any unconsolidated Affiliate, including any structured finance, special purpose or limited purpose entity or Person, on the other hand, or any "off balance sheet arrangements" (as defined in Item 303(a) of Regulation S-K under the Exchange Act)), where the result, purpose or intended effect of such Contract is to avoid disclosure of any material transaction involving, or material liabilities of, the Company or any of its Subsidiaries in the Company's or such Subsidiary's published financial statements or other Company SEC Documents.

(h) The Company is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the New York Stock Exchange.

(i) No Subsidiary of the Company is required to file any form, report, schedule, statement or other document with the SEC.

Section 3.7 *No Undisclosed Liabilities*. Neither the Company nor any of its Subsidiaries has any liabilities or obligations of any nature, whether accrued, absolute, contingent or otherwise, known or unknown, whether due, or to become due, except (a) to the extent accrued or reserved against in the audited consolidated balance sheet of the Company and its Subsidiaries as at December 31, 2013 included in the Company SEC Documents, (b) for liabilities and obligations incurred in the ordinary course of business consistent with past practice, (c) as would not have or reasonably be expected to have a Company Material Adverse Effect, and (d) liabilities and obligations under this Agreement or in connection with the transactions contemplated hereby.

Section 3.8 *Certain Information*. None of the information relating to the Company and its Subsidiaries to be included or incorporated by reference in the Proxy Statement and the Form S-4 will, at the respective times they are first filed with the SEC, amended or supplemented or first published, sent or given to the Stockholders, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.

Section 3.9 *Absence of Certain Changes or Events*. Since December 31, 2013: (a) the Company and its Subsidiaries have conducted their businesses only in the ordinary course consistent with past practice; and (b) there has not been any change or event that, individually or in the aggregate, has had or reasonably would be expected to have a Company Material Adverse Effect.

Section 3.10 *Litigation.* There is no legal or administrative action, suit, claim, arbitration, investigation, or other proceeding (each, an "*Action*") (or basis therefor) pending or, to the knowledge of the Company, threatened against or affecting the Company or any of its Subsidiaries, which if determined adversely to the Company or any of its Subsidiaries would have or reasonably be expected to have a Company Material Adverse Effect.

Section 3.11 *Compliance with Laws and Permits.*

(a) The Company and each of its Subsidiaries have in effect all permits, licenses, variances, exemptions, authorizations, operating certificates, franchises, orders and approvals of all Governmental Entities (collectively, "*Permits*") necessary for them to own, lease or operate their properties and assets and to carry on their businesses and operations as now conducted, and no suspension, cancellation or other lapse of any such Permit is pending by or at the behest of any Governmental Entity, or to the Company's knowledge, threatened. All of such Permits shall remain in full force and effect in all material respects after the Mergers. Neither the Company nor any of its Subsidiaries is, and since January 1, 2009, neither the Company nor any of its Subsidiaries has been, in violation of (i) any Permits which violation would individually or in the aggregate have or would reasonably be expected to have a Company Material Adverse Effect, or (ii) except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, any applicable Law. Since January 1, 2009, none of the Company or any of its Subsidiaries has received a notice or other written communication alleging or relating to a possible violation of any Law applicable to their businesses, operations, properties or assets or from a Government Entity seeking to investigate any such possible violation, which notice or other written communication individually or in the aggregate would have or would reasonably be expected to have a Company Material Adverse Effect. The Company is not subject to any material continuing liabilities, obligations or other consequences of any nature relating to any noncompliance by the Company with any Laws which occurred prior to January 1, 2009.

(b) Neither the Company nor any of its Subsidiaries is subject to any consent decree from any Governmental Entity.

(c) Neither the Company nor any of its Subsidiaries (nor, to the knowledge of the Company, any of their respective directors, executives, representatives, agents or employees) (i) has used or is using any corporate funds for any illegal contributions, gifts, entertainment or other unlawful expenses relating to political activity, (ii) has used or is using any corporate funds for any direct or indirect unlawful payments to any foreign or domestic governmental officials or employees, (iii) has violated or is violating any provision of the Foreign Corrupt Practices Act of 1977, (iv) has established or maintained, or is maintaining, any unlawful fund of corporate monies or other properties or (v) has made any bribe, unlawful rebate, payoff, influence payment, kickback or other unlawful payment of any nature.

(d) The Company and each of its Subsidiaries have conducted their export transactions in accordance in all material respects with applicable provisions of U.S. export Laws (including the International Traffic in Arms regulations, the Export Administration Regulations and the regulations administered by the Department of Treasury, Office of Foreign Assets Control ("*OFAC*")), and other export Laws of the countries where it conducts business, and neither the Company nor any of its Subsidiaries has received any notices of noncompliance, complaints or warnings with respect to its compliance with export Laws. Without limiting the foregoing:

(i) the Company and each of its Subsidiaries have obtained all material export licenses and other approvals required for their exports of products, software and technologies from the U.S. and other countries where it conducts business;

(ii) the Company and each of its Subsidiaries are in compliance in all material respects with the terms of such applicable export licenses or other approvals;

(iii) there are no pending or, to the knowledge of the Company, threatened claims against the Company or any of its Subsidiaries with respect to such export licenses or other approvals; and

(iv) the Company and its Subsidiaries have in place adequate controls and systems to ensure compliance in all material respects with applicable Laws pertaining to import and export control in each of the jurisdictions in which the Company and its Subsidiaries currently does or in the past has done business, either directly or indirectly.

(e) Neither the Company nor any of its Subsidiaries, employees or management appears on the Specially Designated Nationals and Blocked Persons List published by OFAC, or is otherwise a person with which any U.S. person is prohibited from dealing under the laws of the United States. Neither the Company nor any of its Subsidiaries does business or conducts any transactions with the governments of, or persons within, any country under economic sanctions administered and enforced by OFAC.

Section 3.12 *Benefit Plans*.

(a) The Company has provided to Parent a true and complete list of each "employee benefit plan" (within the meaning of section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("*ERISA*")), "multiemployer plans" (within the meaning of ERISA section 3(37)), and all stock purchase, stock option, severance, employment, change-in-control, fringe benefit, bonus, incentive, deferred compensation and all other employee benefit plans, agreements, programs, policies or other arrangements, whether or not subject to ERISA (including any funding mechanism therefor now in effect or required in the future as a result of the transactions contemplated by this Agreement or otherwise), under which any employee or former employee of the Company or its Subsidiaries has any present or future right to benefits or the Company or its Subsidiaries has any present or future liability. All such plans, agreements, programs, policies and arrangements shall be collectively referred to as the "*Company Plans*." With respect to each Company Plan, the Company has furnished or made available to Parent a current, accurate and complete copy thereof and, to the extent applicable: (i) any related trust agreement or other funding instrument, (ii) the most recent determination letter of the Internal Revenue Service (the "*IRS*"), if applicable, (iii) any summary plan description and other written communications (or a description of any oral communications) by the Company or its Subsidiaries to their employees concerning the extent of the benefits provided under a Company Plan and (iv) for the two most recent years (A) the Form 5500 and attached schedules, (B) audited financial statements, (C) actuarial valuation reports, if applicable, and (D) attorney's response to an auditor's request for information, if applicable.

(b) Each Company Plan for which the Company is the plan sponsor intended to be qualified under Section 401(a) of the Code has received a favorable determination, advisory and/or opinion letter, as applicable, from the IRS that it is so qualified and, to the knowledge of the Company, nothing has occurred since the date of such letter that would reasonably be expected to cause the loss of such qualified status of such Company Plan.

(c) No Company Plan is a multiemployer plan (as defined in Section 3(37) of ERISA) or is subject to Section 412 or 430 of the Code or Title IV of ERISA.

(d) With respect to the Company Plans:

(i) each Company Plan for which the Company is the plan sponsor has been established and administered in accordance with its terms and in material compliance with the applicable provisions of ERISA, the Code, and other applicable Laws, and no reportable event, as defined in Section 4043 of ERISA, to the Company's knowledge, no prohibited transaction, as described in Section 406 of ERISA or Section 4975 of the Code, or accumulated funding deficiency, as defined in Section 302 of ERISA and 412 of the Code, has occurred with respect to any such Company Plan, and all contributions required to be made under the terms of any Company Plan have been timely made;

(ii) there is no Action (including any investigation, audit or other administrative proceeding) by the Department of Labor, the Pension Benefit Guaranty Corporation, the IRS or any other Governmental Entity or by any plan participant or beneficiary pending, or to the knowledge of the Company, threatened, relating to the Company Plans, any fiduciaries thereof with respect to their duties to the Company Plans or the assets of any of the trusts under any of the Company Plans (other than routine claims for benefits) nor, to the knowledge of the Company, are there facts or circumstances that exist that could reasonably give rise to any such Actions;

(iii) none of the Company and its Subsidiaries or members of their Controlled Group (as defined in ERISA) has incurred any direct or indirect material liability under ERISA or the Code in connection with the termination of, withdrawal from or failure to fund, any Company Plan or other retirement plan or arrangement, and no fact or event exists that would reasonably be expected to give rise to any such liability;

(iv) the Company and its Subsidiaries do not maintain any Company Plan that is a "group health plan" (as such term is defined in Section 5000(b)(1) of the Code) that has not been administered and operated in all material respects in compliance with the applicable requirements of Section 601 of ERISA and Section 4980B(b) of the Code, and the Company and its Subsidiaries are not subject to any material liability, including additional contributions, fines, penalties or loss of Tax deduction as a result of such administration and operation.

(e) None of the Company Plans provides for payment of a benefit, the increase of a benefit amount, the payment of a contingent benefit or the acceleration of the payment or vesting of a benefit determined or occasioned, in whole or in part, by reason of the execution of this Agreement or the consummation of the transactions contemplated hereby. No amount or benefit that could be received by any "disqualified individual" (as defined in Treasury Regulation Section 1.280G-1) with respect to the Company or any Subsidiary in connection with the transactions contemplated by this Agreement (alone or in combination with any other event, and whether pursuant to a Company Plan or otherwise) could be characterized as an "excess parachute payment" (as defined in Section 280G(b)(l) of the Code).

(f) No Company Plan provides for post-employment welfare benefits except to the extent required by Section 4980B of the Code or applicable state Law.

(g) Each Company Plan that is subject to Section 409A of the Code has materially complied in form and operation with the requirements of Section 409A of the Code. No individual is entitled to any gross-up, make-whole or other additional payment from the Company or any of its Subsidiaries in respect of any Tax (including federal, state, local or foreign income, excise or other Taxes (including Taxes imposed under Section 409A and 4999 of the Code)) or interest or penalty related thereto.

Section 3.13 *Labor and Employment Matters.*

(a) The Company and its Subsidiaries are and have been in material compliance with all applicable Laws relating to labor and employment, including those relating to wages, hours, collective bargaining, unemployment compensation, worker's compensation, equal employment opportunity, age and disability discrimination, immigration control, employee classification, information privacy and security, payment and withholding of taxes and continuation coverage with respect to group health plans. As of the date of this Agreement there is not pending or, to the knowledge of the Company, threatened, any labor dispute, work stoppage, labor strike or lockout against the Company or any of its Subsidiaries by employees.

(b) No employee of the Company or any of its Subsidiaries is covered by an effective or pending collective bargaining agreement or similar labor agreement. To the knowledge of the Company, there has not been any activity on behalf of any labor organization or employee group to organize any such employees. There are no (i) unfair labor practice charges or complaints against the Company or any of its Subsidiaries pending before the National Labor Relations Board or any other labor relations tribunal or authority and to the knowledge of the Company no such representations, claims or petitions are threatened, (ii) representation claims or petitions pending before the National Labor Relations Board or any other labor relations tribunal or authority or (iii) grievances or pending arbitration proceedings against the Company or any of its Subsidiaries that arose out of or under any collective bargaining agreement.

(c) All individuals who are performing consulting or other services for the Company or any Subsidiary of the Company are or were correctly classified by the Company as either "independent contractors" or "employees" as the case may be, except where the failure to be so qualified would not individually or in the aggregate reasonably be expected to have a Company Material Adverse Effect. All employees of the Company and any Subsidiary of the Company have been correctly classified as "exempt" or "non-exempt" under the Fair Labor Standards Act.

(d) Section 3.13(d) of the Company Disclosure Letter contains a list of the name of each officer, employee and independent contractor of the Company and each Subsidiary of the Company, together with such person's position or function, annual base salary or wages and any incentives or bonus arrangement with respect to such person.

(e) The properties, assets and operations of the Company and its Subsidiaries have been in compliance in all material respects with all applicable Laws relating to public and worker health and safety (collectively, "*Worker Safety Laws*"). With respect to such properties, assets and operations, including any previously owned, leased or operated properties, assets or operations, there are no past, present or reasonably anticipated future events, conditions, circumstances, activities, practices, incidents, actions or plans of the Company or any of its Subsidiaries that may interfere with or prevent compliance or continued compliance with applicable Worker Safety Laws that would individually or in the aggregate reasonably be expected to have a Company Material Adverse Effect.

Section 3.14 *Environmental Matters.*

(a) For purposes of this Agreement, the following terms shall have the following meanings: (i) " *Hazardous Substances*" means (A) petroleum and petroleum products, by-products or breakdown products, radioactive materials, asbestos-containing materials and polychlorinated biphenyls, and (B) any other chemicals, materials or substances regulated as toxic or hazardous or as a pollutant, contaminant or waste under any applicable Environmental Law; (ii) "*Environmental Law*" means any applicable Law relating to pollution or protection of the environment, human health or safety or the use, handling, transportation, treatment, storage, disposal, release or discharge of Hazardous Substances; and (iii) "*Environmental Permit*" means any permit, approval, identification number, license or other authorization required under any applicable Environmental Law.

(b) The Company and its Subsidiaries are and to the knowledge of the Company have been in compliance with all applicable Environmental Laws, have currently obtained all Environmental Permits and are in compliance with their requirements, and have resolved all known past non-compliance with Environmental Laws and Environmental Permits without any pending, on-going or future obligation, cost or liability.

(c) Neither the Company nor any of its Subsidiaries has (i) placed, held, located, released, transported or disposed of any Hazardous Substances on, under, from or at any of their respective properties or to the knowledge of the Company any other properties other than in compliance with Applicable Law, (ii) any knowledge of the presence of any Hazardous Substances on, under, emanating from, or at any of their respective properties or any other property but arising from the Company's or any of its Subsidiaries' current or former properties or operations other than in compliance with applicable Law, or (iii) any knowledge, nor has it received any written notice (A) of any violation of or liability under any Environmental Laws, (B) of the institution or pendency of any suit, action, claim, proceeding or investigation by any Governmental Entity or any third party in connection with any such violation or liability, (C) requiring the investigation of, response to or remediation of Hazardous Substances at or arising from any of the Company's or any of its Subsidiaries' current or former properties or operations or any other properties, (D) alleging noncompliance by the Company or any of its Subsidiaries with the terms of any Environmental Permit in any manner reasonably likely to require significant expenditures or to result in liability, or (E) demanding payment for response to or remediation of Hazardous Substances at or arising from any of the Company's or any of its Subsidiaries' current or former properties or operations or any other properties.

(d) There are no environmental assessments or audit reports or other similar studies or analyses in the possession or control of the Company or any of its Subsidiaries relating to any real property currently or formerly owned, leased or occupied by the Company or any of its Subsidiaries that have not been made available to Parent and which disclose a condition that has had or would reasonably be expected to have a Company Material Adverse Effect.

(e) To the knowledge of the Company, neither the Company nor any of its Subsidiaries has exposed any employee or third party to any Hazardous Substances or condition that has subjected or may subject the Company to material liability under any Environmental Law.

(f) To the knowledge of the Company, no underground storage tanks, asbestos-containing material, or polychlorinated biphenyls have ever been located on property or properties presently or formerly owned or operated by the Company or any of its Subsidiaries, except as has not had and would not reasonably be expected to have a Company Material Adverse Effect.

(g) To the knowledge of the Company, neither the Company nor any of its Subsidiaries has agreed to assume, undertake or provide indemnification for any material liability of any other person under any Environmental Law, including any obligation for corrective or remedial action.

(h) Neither the Company nor any of its Subsidiaries has received written notice that it is required to make any material capital or other expenditures to comply with any Environmental Law nor, to the knowledge of the Company, is there any reasonable basis on which any Governmental Entity could take action that would require such material capital or other expenditures.

(i) This Section 3.14 contains the sole and exclusive representations and warranties of the Company related to Hazardous Substances, Environmental Law or Environmental Permits.

Section 3.15 *Taxes*.

(a) The Company and each of its Subsidiaries have prepared (or caused to be prepared) and timely filed all material Tax Returns required to be filed and all Tax Returns filed by the Company and its Subsidiaries are true, correct and complete in all material respects. For purposes of this Section 3.15, references to the Company and/or its Subsidiaries include predecessors to the Company and its Subsidiaries. The Company has made available to Parent copies of all federal income and other material Tax Returns filed by the Company and its Subsidiaries since January 1, 2009.

(b) All material Taxes due and owing by the Company and each of its Subsidiaries (whether or not shown on any Tax Returns) have been paid, or have been withheld and remitted (if applicable), to the appropriate Governmental Entity, and all Taxes that have accrued but are not yet payable have been reserved for in accordance with GAAP (including FIN 48, Accounting for Uncertainty in Income Taxes, ASC 740 or FAS5) in the Company's financial statements included in the Company SEC Documents, or have been incurred in the ordinary course of business since the date of the Company SEC Documents filed most recently in amounts consistent with prior periods.

(c) Since January 1, 2009, the Company and its Subsidiaries have not incurred, individually or in the aggregate, any material Liability for Taxes or recognized any material amount of taxable income outside the ordinary course of business or otherwise inconsistent with past practice (unless otherwise required by applicable Law).

(d) There is no material Tax deficiency outstanding, assessed or, to the knowledge of the Company, proposed against the Company or any of its Subsidiaries, nor, as of the date hereof, has the Company or any of its Subsidiaries executed any waiver of any statute of limitations on or extending the period for the assessment or collection of any Tax that is still in effect. Section 3.15(d) of the Company Disclosure Letter sets forth all material Tax deficiencies that have been proposed against the Company or any of its Subsidiaries since January 1, 2009 (whether or not settled or otherwise resolved).

(e) No material audit, examination, claim or legal proceeding with respect to Taxes or of a Tax Return of the Company or any of its Subsidiaries is presently in progress, nor to the knowledge of the Company, has the Company or any of its Subsidiaries been notified of any request for such an audit or other examination or of any such claim or proceeding.

(f) As of the date hereof, neither the Company nor any of its Subsidiaries is a party to any closing agreement pursuant to Section 7121 of the Code or any predecessor provision thereof, or any similar provision of state, local, or foreign Law that could materially affect the liability of the Company or any Subsidiary for Taxes following the Merger.

(g) Each of the Company and its Subsidiaries has disclosed on its Tax Returns all positions taken therein that could give rise to a substantial understatement of federal income Tax within the meaning of Section 6662 of the Code or any similar provision of state, local, or foreign Law.

(h) No claim has been made in writing by any Governmental Entity in a jurisdiction where either the Company or any of its Subsidiaries has not filed Tax Returns indicating that the Company or such Subsidiary is or may be subject to any taxation by such jurisdiction.

(i) Neither the Company nor any of its Subsidiaries has agreed or is required to make any adjustments pursuant to Section 481(a) of the Code or any similar provision of state, local or foreign Law by reason of a change in accounting method, and neither the Company nor any of its Subsidiaries has any knowledge that a Governmental Entity has proposed any such adjustment or change in accounting method, nor is any application pending with any Governmental Entity requesting permission for any change in accounting method.

(j) Other than in the ordinary course of business, consistent with past practice (unless otherwise required by applicable Law), neither the Company nor any of its Subsidiaries will be required to include any material item of income in, or exclude any material item of deduction from, U.S. taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any transaction that occurred prior to the Merger, including (i) any installment sale or open transaction disposition made on or prior to the Closing Date, (ii) any prepaid amount received on or prior to the Closing Date, or (iii) any election made under Section 108(i) of the Code.

(k) There are no material Liens on the assets of the Company or any of its Subsidiaries relating to or attributable to Taxes, other than Permitted Liens.

(l) The Company is not a "United States real property holding corporation" within the meaning of Section 897(c)(2) of the Code, nor has it been a "United States real property holding corporation" within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(i) of the Code.

(m) There are no material deferred intercompany transactions within the meaning of Treasury Regulation Section 1.1502-13(b)(1) with respect to which the Company or any of its Subsidiaries would be required to include any material item of income or gain in, or exclude any item of deduction or loss from, taxable income for any taxable period (or portion thereof) ending on or after the Closing Date. There are no material "excess loss accounts" within the meaning of Treasury Regulation Section 1.1502-19(a)(2) with respect to any Subsidiaries of the Company. There are no material items of income that will be required to be recognized by the Company or any of its Subsidiaries as a result of the Merger.

(n) Neither the Company nor any of its Subsidiaries (i) is a party to a Contract (other than a Contract entered into in the ordinary course of business with vendors, customers and lessors) that provides for material Tax indemnity or Tax sharing, or for the payment of any portion of a Tax (or pay any amount calculated with reference to any portion of a Tax) of any other Person, or (ii) has any Liability for Taxes of any Person (other than the Company or any of its Subsidiaries) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign Law), as a transferee or successor. Neither the Company nor any of its Subsidiaries has been a member of a combined, consolidated, unitary or similar group for Tax purposes, other than any such group of which the Company was at all times the common parent corporation.

(o) The amount and nature of the tax attributes of the Company and its Subsidiaries (including net operating loss, capital loss and tax credit carryovers) reported in the Company's most recent annual report on Form 10-K filed with the SEC are true and correct in all material respects as of the end of the Company's most recent taxable year described therein, and no transaction has occurred since the end of the period covered in such annual report that has materially reduced any such tax attributes other than in the ordinary course of business. The Company is not aware of any other material limitations on its ability to utilize such attributes other than by reason of the effect of the transactions contemplated by this Agreement under Sections 382 and 383 of the Code and comparable provisions of state, local and foreign Tax Law, if any. Neither the Company nor any of its Subsidiaries has undergone an ownership change (as defined in Section 382(g) of the Code) under Section 382 and/or Section 383 of the Code.

(p) Neither the Company nor any of its Subsidiaries has constituted either a "distributing corporation" or a "controlled corporation" in a distribution of stock intended to qualify for tax-free treatment under Section 355 of the Code (x) in the two (2) years prior to the date of this Agreement or (y) in a distribution which would otherwise constitute part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Code and regulations thereunder) in conjunction with the Merger.

(q) Neither the Company nor any of its Subsidiaries has participated (i) in a transaction that is the same as or substantially similar to one of the types of transactions that the IRS has determined to be a tax avoidance transaction and identified by notice, regulation, or other form of published guidance as a listed transaction, as set forth in Treasury Regulation Section 1.6011-4(b)(1) or, (ii) to the knowledge of the Company, in a reportable transaction (other than a listed transaction), as set forth in Treasury Regulation Section 1.6011-4(b).

(r) Section 3.15(r) of the Company Disclosure Letter sets forth each Tax ruling, Tax holiday and other agreement with any Government Entity with respect to Taxes of the Company or its Subsidiaries. The Company and its Subsidiaries are in compliance with each such Tax ruling, Tax holiday and other agreement in all material respects. There is no material risk that any material Tax ruling, Tax holiday or other agreement with any Government Entity with respect to Taxes will expire, be revoked or otherwise terminate, whether as a result of the Merger or otherwise prior to the stated or applicable term thereof as provided therein. Neither the Company nor any of its Subsidiaries currently has outstanding any requests for Tax rulings, Tax holidays or other agreements with any Government Entity with respect to Taxes that would materially adversely affect their liability for Taxes or the amount of taxable income or loss for any tax year or period ending after the Closing Date.

(s) The Company and its Subsidiaries are and have been in compliance in all material respects with the applicable transfer pricing laws and regulations, including the execution and maintenance of contemporaneous documentation substantiating transfer pricing practices of the Company and its Subsidiaries. The prices for any property or services (or for the use of any property) provided by or to the Company or any of its Subsidiaries are, in all material respects, arm's-length prices for purposes of the relevant transfer pricing Laws, including Treasury Regulations promulgated under Section 482 of the Code.

(t) Neither the Company nor any of its Subsidiaries has taken any action or knows of any fact that could be reasonably expected to prevent the Integrated Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code.

(u) No Subsidiary of the Company that is a "controlled foreign corporation" as defined in the Code owns (directly or indirectly) a material "investment in United States property" for purposes of Section 956 of the Code. Neither the Company nor any of its Subsidiaries owns an interest in any entity treated as a "passive foreign investment company" as defined in the Code.

Section 3.16 *Contracts.*

(a) Section 3.16(a) of the Company Disclosure Letter lists all of the Material Contracts to which the Company or any of its Subsidiaries is a party or by which any of their respective properties or assets is bound other than those Material Contracts already set forth in the Company SEC Documents publicly available prior to the date of this Agreement. All copies of Material Contracts made available to Parent are true and complete copies of such Contracts. "*Material Contracts*" means:

(i) any Contract that would be required to be filed by the Company as a "material contract" pursuant to Item 601(b)(10) of Regulation S-K under the Securities Act or disclosed by the Company on a Current Report on Form 8-K;

(ii) any Contract that limits the ability of the Company or any of its Subsidiaries (or, following the consummation of the transactions contemplated by this Agreement, would limit the ability of Parent or any of its Subsidiaries, including the Surviving Corporation) to compete in any line of business or with any Person or in any geographic area, or that restricts the right of the Company and its Subsidiaries (or, following the consummation of the transactions contemplated by this Agreement, would limit the ability of Parent or any of its Subsidiaries, including the Surviving Corporation) to sell to or purchase from any Person or to hire any Person, or that grants the other party or any third Person "most favored nation" status or any similar type of favored discount rights;

(iii) any Contract with respect to the formation, creation, operation, management or control of a joint venture, partnership, limited liability or other similar agreement or arrangement; or

(iv) any Contract with a customer that is material to the business of the Company or the applicable Subsidiary that requires a consent to or otherwise contains a provision relating to a "change of control," or that would or would reasonably be expected to prevent, delay or impair the consummation of the transactions contemplated by this Agreement.

(b) Each Material Contract is valid and binding on the Company and any of its Subsidiaries to the extent such Subsidiary is a party thereto, as applicable, and to the knowledge of the Company, each other party thereto, and is in full force and effect and enforceable in accordance with its terms, except that (i) such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereafter in effect, relating to creditors' rights generally and (ii) equitable remedies of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought and except as would not individually or in the aggregate have a Material Adverse Effect. To the knowledge of the Company, there is no default, under any Material Contract by the Company or any of its Subsidiaries or, to its knowledge, any other party thereto, except for such defaults that individually or in the aggregate would not be reasonably expected to have a Material Adverse Effect. The Company has made available to Parent true and complete copies of all Material Contracts, including any amendments thereto. The Company makes no representation or warranty concerning the effect of the transactions contemplated hereby on any "change in control" or similar clause contained in any Material Contract.

Section 3.17 *Insurance*. Section 3.17 of the Company Disclosure Letter sets forth, as of the date hereof, a true and complete list of all material insurance policies issued in favor of the Company or any of its Subsidiaries, or pursuant to which the Company or any of its Subsidiaries is a named insured or otherwise a beneficiary, as well as any historic occurrence-based policies still in force. With respect to each such insurance policy, (a) such policy is, to the knowledge of the Company, in full force and effect and all premiums due thereon have been paid, and (b) neither the Company nor any of its Subsidiaries is in breach or default, and has not taken any action or failed to take any action which (with or without notice or lapse of time, or both) would constitute such a breach or default, or would permit cancellation or termination of, any such policy. No notice of cancellation or termination has been received with respect to any such policy.

Section 3.18 *Properties*.

(a) The Company or one of its Subsidiaries has good and valid title to, or in the case of leased property and leased tangible assets, a valid leasehold interest in, all of its assets constituting personal property (excluding, for purposes of this sentence, assets held under leases), free and clear of all Liens other than (i) statutory ad valorem and real estate and other Liens for taxes and assessments not yet past due or the amount or validity of which is being contested in good faith by appropriate proceedings, (ii) mechanics', workmen's, repairmen's, landlord's, warehousemen's, carriers' or similar Liens arising in the ordinary course of business of the Company or such Subsidiary consistent with past practice, (iii) encumbrances on real property in the nature of zoning restrictions, easements, rights of way, encroachments, restrictive covenants, (iv) pledges or deposits by the Company and its Subsidiaries under workmen's compensation laws, unemployment insurance laws or similar legislation, or good faith deposits in connection with bids, tenders, contracts (other than for the payment of Indebtedness) or leases to which such Person is a party, or deposits to secure public or statutory obligations of such Person or deposits of cash or U.S. government bonds to secure surety appeal bonds to which such Person is a party, and other obligations or deposits as security for contested taxes or import duties or for the payment of rent, in each case incurred in the ordinary course of business, (v) other similar rights or restrictions that were not incurred in connection with the borrowing of money or the obtaining of advances or credit and that do not, individually or in the aggregate, materially detract from the value the properties subject thereto or affected thereby or materially impair present business operations at such properties, (vi) existing Liens disclosed in the Company's consolidated balance sheet as at December 31,2012 (or the notes thereto) included in the Company SEC Documents; and (vii) any such matters of record, Liens and other imperfections of title that do not, individually or in the aggregate, materially impair the continued ownership, use and operation of the assets to which they relate in the business of the Company and its Subsidiaries as currently conducted ("*Permitted Liens*").

(b) Section 3.18(b) of the Company Disclosure Letter sets forth a true and complete list of all real property owned by the Company or any of its Subsidiaries ("*Owned Real Property*") and all property leased for the benefit of the Company or any of its Subsidiaries ("*Leased Real Property*"). Each of the Company and its Subsidiaries has (i) good and marketable title in fee simple to all Owned Real Property and (ii) good leasehold title to all Leased Real Property, in each case, free and clear of all Liens except Permitted Liens. No parcel of Owned Real Property or Leased Real Property is subject to any governmental decree or order to be sold or is being condemned, expropriated or otherwise taken by any public authority with or without payment of compensation therefor, nor, to the knowledge of the Company, has any such condemnation, expropriation or taking been proposed. All leases of Leased Real Property and all amendments and modifications thereto are in full force and effect, and there exists no default under any such lease by the Company, any of its Subsidiaries or any other party thereto, nor any event which, with notice or lapse of time or both, would constitute a default thereunder by the Company, any of its Subsidiaries or any other party thereto, except as, individually or in the aggregate, has not had and would not reasonably be expected to have a Company Material Adverse Effect. Assuming all consents, approvals and authorizations listed in Section 3.5 of the Company Disclosure Letter relating to any Leased Real Property have been obtained, all leases of Leased Real Property shall remain valid and binding in accordance with their terms following the Effective Time.

(c) There are no contractual or legal restrictions that preclude or materially restrict the ability to use any Owned Real Property or, to the knowledge of the Company, Leased Real Property by the Company or any of its Subsidiaries for the current or contemplated use of such real property. To the knowledge of the Company, there are no latent defects or adverse physical conditions affecting the Owned Real Property or Leased Real Property, that would reasonably be expected to have a Company Material Adverse Effect. All plants, warehouses, distribution centers, structures and other buildings on the Owned Real Property or Leased Real Property are adequately maintained in all material respects and are in operating condition and repair sufficient for the requirements of the business of the Company and its Subsidiaries as currently conducted.

(d) Each of the Company and its Subsidiaries has complied with the terms of all leases to which it is a party, and all such leases are in full force and effect, except for any such noncompliance or failure to be in full force and effect that, individually or in the aggregate, has not had and would not reasonably be expected to have a Company Material Adverse Effect. Each of the Company and its Subsidiaries enjoys peaceful and undisturbed possession under all such leases, except for any such failure to do so that, individually or in the aggregate, has not had and would not reasonably be expected to have a Company Material Adverse Effect.

Section 3.19 *Intellectual Property*.

(a) As used herein, the term "*Intellectual Property*"" means all intellectual property rights arising under the laws of the United States or any other jurisdiction, including the following: (i) trade names, trademarks and service marks (registered and unregistered), domain names, trade dress and similar rights and applications to register any of the foregoing (collectively, "*Marks*"); (ii) patents and patent applications and rights in respect of utility models or industrial designs (collectively, "*Patents*"); (iii) published and unpublished works of authorship, copyrights and registrations and applications therefor (collectively, "*Copyrights*"); and (iv) know-how, inventions, discoveries, methods, processes, technical data, specifications, research and development information, technology, data bases and other proprietary or confidential information, including customer lists, in each case that derives economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure, but excluding any Copyrights or Patents that cover or protect any of the foregoing (collectively, "*Trade Secrets*").

(b) Section 3.19(b)(1) of the Company Disclosure Letter sets forth an accurate and complete list of all registered Marks and applications for registration of Marks owned by or exclusively licensed to the Company or any of its Subsidiaries (collectively, "*Company Registered Marks*"), Section 3.19(b)(2) of the Company Disclosure Letter sets forth an accurate and complete list of all Patents owned by or exclusively licensed to the Company or any of its Subsidiaries (collectively, "*Company Patents*") and Section 3.19(b)(3) of the Company Disclosure Letter sets forth an accurate and complete list of all registered Copyrights and all pending applications for registration of Copyrights owned by or exclusively licensed to the Company or any of its Subsidiaries (collectively, "*Company Registered Copyrights*" and, together with the Company Registered Marks and the Company Patents, "*Company Registered IP*"). No Company Registered IP owned by the Company or any of its Subsidiaries or, to knowledge of the Company, exclusively licensed to the Company or any of its Subsidiaries has been or is now involved in any interference, reissue, reexamination, opposition, nullity or cancellation proceeding and, to the knowledge of the Company, no such action is or has been threatened with respect to any of the Company Registered IP. The Company Registered IP owned by the Company or any of its Subsidiaries or, to knowledge of the Company, exclusively licensed to the Company or any of its Subsidiaries is subsisting. To the knowledge of the Company, the Company Registered IP (excluding any pending applications included in the Company Registered IP) is valid and enforceable and, except as set forth on Section 3.19(b)(4) of the Company Disclosure Letter, no written or, to the knowledge of the Company, oral notice or claim challenging the validity or enforceability or alleging the misuse of any of the Company Registered IP has been received by the Company or any of its Subsidiaries. To the knowledge of the Company, neither the Company nor any of its Subsidiaries has taken any action or failed to take any action that would reasonably be expected to result in the abandonment, cancellation, forfeiture, relinquishment, invalidation or unenforceability of any of the Company Registered IP, and all filing, examination, issuance, post registration and maintenance fees, annuities and the like that have come due and are required to maintain, preserve or renew any of the Company Registered IP owned by the Company or any of its Subsidiaries or, to knowledge of the Company, exclusively licensed to the Company or any of its Subsidiaries have been timely paid. Except as set forth on Section 3.19(b)(5) of the Company Disclosure Letter, with respect to the Company Registered IP owned by the Company or any of its Subsidiaries, and to the knowledge of the Company with respect to the Company Registered IP exclusively licensed to the Company or any of its Subsidiaries, there are no filings, payments or other actions that were required to have been or are required to be made or taken within thirty (30) days after the Closing Date, including the payment of any registration, maintenance or renewal fees or the filing of any responses to office actions, documents, applications or certificates, for the purposes of complying with legal requirements to obtain, maintain, preserve or renew any Company Registered IP.

(c) The Company and its Subsidiaries have taken commercially reasonable steps to protect their rights in the Intellectual Property owned by the Company or its Subsidiaries and maintain the confidentiality of all of the Trade Secrets of the Company or its Subsidiaries. All current or former employees, consultants and contractors who have participated in the creation of any Intellectual Property that is used by the Company or its Subsidiaries have entered into proprietary information, confidentiality and assignment agreements substantially in the Company's standard forms (which have previously been provided to Parent).

(d) The Company or its Subsidiaries own, or possess adequate licenses or other valid rights to use, all of the Intellectual Property that is necessary for the conduct of the Company's and its Subsidiaries' businesses. None of the Intellectual Property owned by or, to the knowledge of the Company, licensed to, the Company or its Subsidiaries is subject to any outstanding order, judgment, or stipulation restricting the use or exploitation thereof by the Company or its Subsidiaries.

(e) The execution, delivery and performance by the Company of this Agreement, and the consummation of the transactions contemplated hereby, will not result in the loss or impairment of, or give rise to any right of any third party to terminate or re-price or otherwise modify any of the Company's or any of its Subsidiaries' rights or obligations under any Material Contract as defined in Section 3.16(a)(viii) of this Agreement. The rights licensed under each agreement granting to the Company or any of its Subsidiaries, as the case may be, any material right or license under or with respect to any Intellectual Property owned by a third party shall be exercisable by the Surviving Corporation or such Subsidiary, respectively, on and immediately after the Closing to the same extent as by the Company or such Subsidiary prior to the Closing. Neither the Company nor any of its Subsidiaries has granted to any third party any exclusive rights under any Intellectual Property owned by the Company or its Subsidiaries. All milestones and other conditions set forth in any license agreements under which Intellectual Property is licensed to the Company or any of its Subsidiaries that are required to be satisfied in order for the Company or such Subsidiary to retain any exclusive rights granted under such agreements have been timely satisfied and all such exclusive rights remain in full force and effect.

(f) The Company or one or more of its Subsidiaries owns exclusively all right, title and interest to the Company Registered IP (other than Company Registered IP exclusively licensed to the Company or any of its Subsidiaries) and all other Intellectual Property purportedly owned by the Company or any of its Subsidiaries, free and clear of all Liens other than Permitted Liens, and neither the Company nor any of its Subsidiaries has received any written or, to the knowledge of the Company, oral notice or claim challenging the Company's or such Subsidiary's ownership of any of such Intellectual Property. To the knowledge of the Company, no loss, impairment or expiration of any Intellectual Property rights used in the Company's and the Subsidiaries' business as currently conducted is pending or threatened.

(g) The conduct of the Company's and the Subsidiaries' business as currently conducted, including the use or other exploitation of the Intellectual Property owned by the Company or any of its Subsidiaries, has not infringed, misappropriated, diluted or violated, and does not infringe, misappropriate, dilute or violate, in any material respect, any Intellectual Property of any third party or constitute unfair competition or unfair trade practices under the laws of any jurisdiction, and neither the Company nor any of its Subsidiaries has received any written or, to the knowledge of the Company, oral notice or claim asserting or suggesting that any such infringement, misappropriation, violation, dilution, unfair competition or unfair trade practice has occurred, nor, to the knowledge of the Company, is there any reasonable basis therefor. To the knowledge of the Company, (i) no third party is, in any material respect, misappropriating or infringing any material Intellectual Property owned by or exclusively licensed to the Company or its Subsidiaries and (ii) no third party has made any unauthorized disclosure of any Trade Secrets of the Company or its Subsidiaries.

(h) To the knowledge of the Company, at no time during the conception of or reduction to practice of any Intellectual Property owned by the Company or any of its Subsidiaries was any developer, inventor or other contributor to such Intellectual Property operating under any grants from any Governmental Entity or private source, performing research sponsored by any Governmental Entity or private source or subject to any employment agreement or invention assignment or nondisclosure agreement or other obligation with any third party, in each case that would impair or limit the Company's or any of its Subsidiaries' rights in such Intellectual Property. To the knowledge of the Company, there exist no inventions by current or former employees or consultants of the Company or any of its Subsidiaries made or otherwise conceived prior to their beginning employment or consultation with the Company or such Subsidiary that have been or are intended to be incorporated into any of the Company's Intellectual Property or products, other than any such inventions that have been validly and irrevocably assigned or licensed to the Company by written agreement.

(i) To the knowledge of the Company, there has been no prior use of any Company Registered Mark or any material unregistered Mark adopted by the Company or any of its Subsidiaries (collectively, "*Company Marks*") by any third party that would confer upon such third party superior rights in such Company Mark.

Section 3.20 *Products.* Since January 1, 2009, neither the Company nor any of its Subsidiaries, nor, to the knowledge of the Company any distributor of the Company or any of its Subsidiaries, has received a claim for or based upon breach of product or service warranty or guaranty or similar claim, strict liability in tort, negligent design of product, negligent provision of services or any other allegation of liability, including or arising from the materials, design, testing, manufacture, packaging, labeling (including instructions for use), or sale of its products or from the provision of services, in each case that would not result in material liability to the Company and its Subsidiaries in excess of the warranty reserve reflected on the Company's balance sheet as of December 31, 2013.

Section 3.21 *Reserved*.

Section 3.22 *Reserved*.

Section 3.23 *State Takeover Statutes*. Assuming that the representation and warranty set forth in Section 4.14 is true and correct, the Company Board has taken all actions necessary to render inapplicable to this Agreement, the Support Agreements, the Mergers and the other transactions contemplated hereby and thereby the restrictions on business combinations contained in Section 203 of the DGCL and all takeover-related provisions set forth in the certificate of incorporation or by-laws of the Company, without any further action on the part of the Stockholders or the Company Board. No other "moratorium," "fair price," "business combination," "control share acquisition" or similar provision of any state statutory anti-takeover Law (collectively, "*Takeover Laws*") applies to this Agreement, the Support Agreements or the Mergers.

Section 3.24 *No Rights Plan*. There is no stockholder rights plan, "poison pill" anti-takeover plan or other similar device in effect to which the Company is a party or is otherwise bound.

Section 3.25 *Related Party Transactions*. No present director, executive officer, stockholder owning 5% or more of the Company's Shares, or Affiliate of the Company or any of its Subsidiaries, nor, to the knowledge of the Company, or any of such Person's Affiliates or immediate family members (each of the foregoing, a "*Related Party*"), is a party to any Contract with or binding upon the Company or any of its Subsidiaries or any of their respective properties or assets or has any interest in any property owned by the Company or any of its Subsidiaries or has engaged in any transaction with any of the foregoing within the last 12 months or that has continuing obligations, in each case, that is of a type that would be required to be disclosed in the Company SEC Documents pursuant to Item 404 of Regulation S-K, and, to the knowledge of the Company, no former director or officer is party to any such Contract that was not entered into on an arms-length basis (an "*Affiliate Transaction*") that has not been so disclosed. Any Affiliate Transaction as of the time it was entered into and as of the time of any amendment or renewal thereof contained such terms, provisions and conditions as were at least as favorable to the Company or any of its Subsidiaries as would have been obtainable by the Company in a similar transaction with an unaffiliated third party. To the knowledge of the Company, no Related Party of the Company or any of its Subsidiaries owns, directly or indirectly, on an individual or joint basis, any material interest in, or serves as an officer or director or in another similar capacity of, any supplier or other independent contractor of the Company or any of its Subsidiaries, or any organization which has a Contract with the Company or any of its Subsidiaries.

Section 3.26 *Brokers*. No broker, investment banker, financial advisor or other Person, other than Macquarie Capital (USA) Inc. ("*Macquarie*"), the financial advisor to the Company, and William Blair & Company, L.L.C. ("*Blair*"), the financial advisor to the Special Committee, is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Company or any of its Affiliates. Section 3.26 of the Company Disclosure Letter sets forth (a) all transaction fees and expenses (whether payable to financial advisory, legal, accounting or other providers) that include a success fee or other premium or additional fee due as a result of execution and delivery of this Agreement or consummation of the transactions contemplated hereby.

Section 3.27 *Opinion of the Financial Advisor to the Company*. The Company Board has received the opinion of Macquarie to the effect that, subject to the assumptions, qualifications, limitations and other matters considered in connection with the preparation of such opinion, as of the date of the meeting of the Company Board at which this Agreement was approved by the Company Board, the Merger Consideration to be received by the holders of Shares in the Merger pursuant to this Agreement, is fair, from a financial point of view, to such holders of Shares. A true and complete informational copy of Macquarie's written opinion will promptly be provided to Parent following its receipt by the Company; it being acknowledged and agreed by Parent that it is not entitled to use or rely on such opinion for any purpose.

Section 3.28 *No Other Representations or Warranties*. Except for the representations and warranties expressly made by the Company in this Article III, neither the Company nor any other Person makes any representation or warranty with respect to the Company or its Subsidiaries or their respective business, operations, assets, liabilities, condition (financial or otherwise) or prospects, notwithstanding the delivery or disclosure to Parent or any of its Affiliates or Representatives of any documentation, forecasts, projections or other information with respect to any one or more of the foregoing and, whether delivered or disclosed orally, in writing, electronically or otherwise.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF

PARENT, MERGER SUB AND MERGER SUB 2

Except (i) as set forth in the disclosure letter delivered by Parent to the Company prior to the execution of this Agreement (the "*Parent Disclosure Letter*") or (ii) as set forth in the Parent SEC Documents filed prior to the date of this Agreement, Parent, Merger Sub and Merger Sub 2 represent and warrant to the Company as follows:

Section 4.1 *Organization, Standing and Power*. Each of Parent, Merger Sub and Merger Sub 2 (a) is an entity duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization and (b) has the requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted, except as, individually or in the aggregate, has not had and would not reasonably be expected to have a Parent Material Adverse Effect. For purposes of this Agreement, "*Parent Material Adverse Effect*" means any event, change, circumstance, occurrence, effect or state of facts that is materially adverse to the business, assets, liabilities, financial condition or results of operations of Parent and its Subsidiaries, taken as a whole; *provided, however,* that no event, change, circumstance, occurrence, effect or state of facts to the extent arising out of or attributable to any of the following, either alone or in combination, shall constitute, or be taken into account in determining whether there is or has been, a Parent Material Adverse Effect: (1) any condition, change, event, occurrence or effect in the industry in which Parent or any of its Subsidiaries operates, or the United States or global economy, (2) changes, events, effects or occurrences in financial, credit, banking or securities markets, including effects on such markets resulting from any regulatory and political conditions or developments in general as well as any decline in the price of any market index, or in respect of any interest rate or exchange rate changes or general financial or capital market conditions, (3) compliance with the terms of this Agreement, the taking of any action required by this Agreement or taken pursuant to or in connection with this Agreement with the consent or at the request or direction of the Company, or the failure to take any action that is prohibited by this Agreement or that is not taken as a result of a failure of the Company to consent to any action requiring the Company's consent under this Agreement or any action taken by the Company or its affiliates, (4) any acts of God, natural disasters, terrorism, armed hostilities, sabotage, war or any escalation or worsening of acts of terrorism, armed hostilities or war; (5) the negotiation, execution, announcement or performance of this Agreement or the announcement, pendency of or performance of the transactions contemplated by this Agreement, including by reason of the identity of the Company or any communication by the Company regarding the plans or intentions of the Company with respect to the conduct of the business of Parent or any of its Subsidiaries and including the impact of any of the foregoing on any relationships, contractual or otherwise, with customers, suppliers, distributors, collaboration partners, stockholders, lenders, employees or regulators (including without limitation, any cancellations of or delays in customer or client agreements, any reduction in sales, any disruption in supplier, distributor, partner or similar relationships or any loss of employees caused thereby), (6) any failure, in and of itself, by Parent or its Subsidiaries to meet internal, analysts' or other earnings estimates or financial projections, or forecasts for any period, or the issuance of revised projections that are not as optimistic as those in existence as of the date hereof, or any change in credit ratings or other ratings with respect to Parent or any of its Subsidiaries, and (7) any pending, initiated or threatened legal or administrative proceeding, claim, suit or action against Parent, any of its Subsidiaries or any of their respective officers or directors, in each case, arising out of or relating to the execution of this Agreement or the announcement, pendency or performance of the transactions contemplated by this Agreement; *provided, that*, with respect to clauses (1), (2) and (4), the impact of such event, change, circumstances, occurrence, effect or state of facts is not disproportionately adverse (relative to other industry participants of comparable size to Parent) to Parent and its Subsidiaries, taken as a whole.

Section 4.2 *Authority*. Each of Parent, Merger Sub and Merger Sub 2 has all requisite power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Parent, Merger Sub and Merger Sub 2 and the consummation by Parent, Merger Sub and Merger Sub 2 of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Parent, Merger Sub and Merger Sub 2 other than the adoption of this Agreement by Parent as sole stockholder of Merger Sub and sole equityholder of Merger Sub 2 (such adoption to occur immediately following execution of this Agreement) and no other corporate proceedings on the part of Parent or Merger Sub are necessary to approve this Agreement or to consummate the transactions contemplated hereby, subject, however, to Section 4.8. This Agreement has been duly executed and delivered by Parent and Merger Sub and, assuming the due authorization, execution and delivery by the Company, constitutes a valid and binding obligation of each of Parent and Merger Sub, enforceable against each of Parent and Merger Sub in accordance with its terms (except to (i) such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereafter in effect, relating to creditors' rights generally and (ii) equitable remedies of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought).

Section 4.3 *No Conflict; Consents and Approvals*.

(a) The execution, delivery and performance of this Agreement by each of Parent, Merger Sub and Merger Sub 2 does not, and, assuming that all consents, approvals, authorizations and other actions described in this Section 4.3 have been obtained and all filings and obligations described in this Section 4.3 have been made, and assume the adoption of this Agreement by Parent as sole stockholder of Merger Sub and sole equityholder of Merger Sub 2 (such adoption to occur immediately following execution of this Agreement), the consummation of the Mergers and compliance by each of Parent, Merger Sub and Merger Sub 2 with the provisions hereof will not, conflict with, or result in any violation or breach of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of, or result in, termination, cancellation, modification or acceleration of any obligation or to the loss of a material benefit under, or result in the creation of any Lien in or upon any of the properties, assets or rights of Parent, Merger Sub or Merger Sub 2 under, or give rise to any increased, additional, accelerated or guaranteed rights or entitlements under, or require any consent, waiver or approval of any Person pursuant to, any provision of (i) the certificate of incorporation or bylaws (or similar governing documents) of Parent, Merger Sub or Merger Sub 2, each as amended to date, (ii) any material Contract to which Parent, Merger Sub or Merger Sub 2 is a party or by which Parent, Merger Sub, Merger Sub 2 or any of their respective properties or assets may be bound or (iii) subject to the governmental filings and other matters referred to in Section 4.3(b), any material Law or any rule or regulation of NASDAQ applicable to Parent or by which Parent or any of its respective properties or assets may be bound.

(b) No consent, approval, order or authorization of, or registration, declaration, filing with or notice to, any Governmental Entity is required by or with respect to Parent, Merger Sub, or Merger Sub 2 in connection with the execution, delivery and performance of this Agreement by Parent, Merger Sub or Merger Sub 2, or the consummation by Parent, Merger Sub, or Merger Sub 2 of the Merger and the other transactions contemplated hereby or compliance with the provisions hereof, except for (i) the filing of the pre-merger notification report under the HSR Act and any equivalent foreign antitrust filings, (ii) such filings, reports, and declarations of effectiveness as required pursuant to the applicable requirements of the Securities Act, the Exchange Act and any other applicable state or federal securities, takeover and "blue sky" laws, (iii) the filing of the First Certificate of Merger and the Second Certificate of Merger with the Delaware Secretary of State as required by the DGCL and the Delaware Limited Liability Company Act, (iv) any filings required under the rules and regulations of The NASDAQ Stock Market LLC ("*NASDAQ*"), (v) such filings and consents as may be required under any environmental, health or safety law or regulation pertaining to any notification, disclosure or required approval triggered by the Merger or by the transactions contemplated by this Agreement, and (vi) such other consents, approvals, orders, authorizations, registrations, declarations, filings or notices the failure of which to be obtained or made, individually or in the aggregate, have not had and would not reasonably be expected to have a Parent Material Adverse Effect.

Section 4.4 *Capital Structure*. The authorized capital stock of Parent consists of one hundred million ten thousand (100,010,000) shares, one hundred million (100,000,000) shares of which are common stock, par value $1.00 per share, and ten thousand (10,000) shares of which are preferred stock, par value $100 per share. The authorized common stock is divided into two classes, seventy million (70,000,000) shares of Parent Common Stock and thirty million (30,000,000) shares of Class B Common Stock. As of the close of business on March 14, 2014 (i) 27,345,546 shares of Parent Common Stock were issued and outstanding, (ii) no shares of Class B Common Stock or preferred stock were issued or outstanding, and (iii) 2,230,197 shares of Parent Common Stock were reserved for issuance pursuant to employee or director stock option, stock purchase or equity compensation plans, arrangements or agreements of Parent (the "*Parent Equity Plans")*. The shares of Parent Stock to be issued pursuant to the Merger will be duly authorized and validly issued and, at the Effective Time, all such shares will be fully paid and nonassessable. No shares of capital stock of Parent are owned by any Subsidiary of Parent. All the outstanding shares of capital stock or other voting securities or equity interests of each Subsidiary of Parent have been duly authorized and validly issued, are fully paid, nonassessable and not subject to any preemptive rights. All of the shares of capital stock or other voting securities or equity interests of each such Subsidiary are owned, directly or indirectly, by Parent, free and clear of all Liens other than Permitted Liens. Neither Parent nor any of its Subsidiaries has outstanding any bonds, debentures, notes or other obligations having the right to vote (or convertible into, or exchangeable or exercisable for, securities having the right to vote) with the stockholders of Parent or such Subsidiary on any matter. Except as set forth above in this Section 4.4, there are no outstanding (A) shares of capital stock or other voting securities or equity interests of Parent, (B) securities of Parent or any of its Subsidiaries convertible into or exchangeable or exercisable for shares of capital stock of Parent or any of its Subsidiaries or other voting securities or equity interests of Parent or any of its Subsidiaries, (C) stock appreciation rights, "phantom" stock rights, performance units, interests in or rights to the ownership or earnings of Parent or any of its Subsidiaries or other equity equivalent or equity-based award or right, (D) subscriptions, options, warrants, calls, commitments, Contracts or other rights to acquire from Parent or any of its Subsidiaries, or obligations of Parent or any of its Subsidiaries to issue, any shares of capital stock of Parent or any of its Subsidiaries, voting securities, equity interests or securities convertible into or exchangeable or exercisable for capital stock or other voting securities or equity interests of Parent or any of its Subsidiaries or rights or interests described in clause (C), or (E) obligations of Parent or any of its Subsidiaries to repurchase, redeem or otherwise acquire any such securities or to issue, grant, deliver or sell, or cause to be issued, granted, delivered or sold, any such securities. Other than the Support Agreements and the Shareholders' Agreement, there are no stockholder agreements, voting trusts or other agreements or understandings to which Parent or any of its Subsidiaries is a party or on file with Parent with respect to the holding, voting, registration, redemption, repurchase or disposition of, or that restricts the transfer of, any capital stock or other equity interest of Parent or any of its Subsidiaries.

Section 4.5 *Certain Information*. The information relating to Parent, Merger Sub and Merger Sub 2, and their respective Subsidiaries, to be included or incorporated by reference in the Proxy Statement and the Form S-4, will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading. The Form S-4 will comply with the provisions of the Securities Act and the rules and regulations thereunder in all material respects.

Section 4.6 *Merger Sub and Merger Sub 2*. Merger Sub and Merger Sub 2 were formed solely for the purpose of engaging in the transactions contemplated hereby and have engaged in no business other than in connection with the transactions contemplated by this Agreement. All of the issued and outstanding capital stock of Merger Sub and all of the issued and outstanding membership interests of Merger Sub 2 is owned directly by Parent. Merger Sub 2 has at all times been, and will continue to be, treated as a "disregarded entity" pursuant to Treasury Regulation Section 301.7701-3.

Section 4.7 *Financing Commitment.* Parent has delivered to the Company true, correct and complete copies of the commitment letter, dated March 14, 2014, by and among Parent, RBS Citizens, N.A., and Citizens Bank of Pennsylvania, in effect as of the date of this Agreement (the "*Commitment Letter*"). The Commitment Letter has not been amended, restated or otherwise modified or rescinded in any respect prior to the date of this Agreement. As of the date of this Agreement, the Commitment Letter is in full force and effect and constitute the legal, valid and binding obligation of each of Parent and, to the knowledge of Parent, the other parties thereto, (except to (i) such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereafter in effect, relating to creditors' rights generally and (ii) equitable remedies of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought). As of the date of this Agreement, there are no conditions precedent or contingencies relating to the funding of the financing the subject of the Commitment Letter other than as expressly set forth in the Commitment Letter. As and when needed, Parent will have sufficient funds to consummate the transactions contemplated by this Agreement. Parent agrees to provide the financial statements and financial projections required by Item 6 (Financial Information) of the Conditions Precedent to Closing section of the term sheet attached to the Commitment Letter as soon as reasonably practicable after the date of this Agreement.

Section 4.8 *Vote of Parent Stockholders*. If the number of shares of Parent Common Stock to be issued in the Merger will upon issuance equal or exceed 20% of the number of the shares of Parent Common Stock outstanding before such issuance or otherwise require the vote of Parent's stockholders under NASDAQ Rule 5635, the affirmative vote of a majority of the total votes cast by the holders of the Parent Common Stock at a meeting of the Parent stockholders at which a quorum is present (the "*Parent Stockholder Approval*") is the only vote of holders of securities of Parent that is required to approve the issuance of the Parent Common Stock as contemplated by this Agreement.

Section 4.9 *Litigation*. Except for matters which would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect or as disclosed in the Parent SEC Documents, there are no civil, criminal, administrative or regulatory actions, suits, claims, hearings, investigations or proceedings pending or to the knowledge of Parent, threatened against or affecting Parent or any of its Subsidiaries.

Section 4.10 *SEC Reports; Financial Statements*.

(a) Parent has filed with or furnished to the SEC on a timely basis, and has heretofore made available to the Company, true and complete copies of all reports and proxy statements required to be filed or furnished by Parent with the SEC since December 31, 2011 (together, the "*Parent SEC Documents*"). As of their respective filing dates (or, if amended or superseded by a filing prior to the date of this Agreement, then as of the date of such filing), the Parent SEC Documents complied in all material respects with the requirements of the Exchange Act and the Sarbanes-Oxley Act, as the case may be, including, in each case, the rules and regulations promulgated thereunder, applicable to such Parent SEC Documents, and none of the Parent SEC Documents filed with the SEC as of their respective filing dates (or, if amended, the date of the filing of such amendment, with respect to the disclosures that are amended) contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(b) The consolidated financial statements (including the related notes thereto) included (or incorporated by reference) in the Parent SEC Documents filed with the SEC (i) have been prepared in a manner consistent with the books and records of Parent and its Subsidiaries, (ii) have been prepared in all material respects in accordance with generally accepted accounting principles ("*GAAP*") (except, in the case of unaudited statements, as permitted by Form 10-Q of the SEC) applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto), (iii) comply as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC as then in effect with respect thereto and (iv) fairly present in all material respects the consolidated financial position of Parent and its consolidated Subsidiaries as of the dates thereof and their respective results of operations and cash flows for the periods then ended (except in each case as may be indicated in the notes thereto and subject, in the case of unaudited statements, to normal and recurring year-end audit adjustments that did not have and would not be expected to have, individually or in the aggregate, a Parent Material Adverse Effect), all in accordance with GAAP and the applicable rules and regulations promulgated by the SEC. Since December 31, 2011, Parent has not made any material change in the accounting practices or policies applied in the preparation of its financial statements, except as required by GAAP, SEC rule or policy or applicable Law. The books and records of Parent and its Subsidiaries have been, and are being, maintained in all material respects in accordance with GAAP (to the extent applicable) and any other applicable legal and accounting requirements and reflect only actual transactions.

(c) Parent has established and maintains a system of internal control over financial reporting (as defined in Rules 13a-15(f) under the Exchange Act) sufficient to provide reasonable assurance regarding the reliability of Parent's financial reporting and the preparation of Parent's financial statements for external purposes in accordance with GAAP. Parent has disclosed, based on its most recent evaluation of Parent's internal control over financial reporting prior to the date hereof, to Parent's auditors and audit committee (i) any significant deficiencies and material weaknesses in the design or operation of Parent's internal control over financial reporting that are reasonably likely to adversely affect Parent's ability to record, process, summarize and report financial information and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in Parent's internal control over financial reporting.

(d) Parent has established and maintains disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act). Such disclosure controls and procedures are reasonably designed to ensure that all material information required to be disclosed by Parent in the reports it files under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC and is accumulated and made known to Parent's management as appropriate to allow timely decisions regarding required disclosure and to make the certifications required pursuant to Sections 302 and 906 of the Sarbanes-Oxley Act.

(e) Since January 1, 2009, (i) neither Parent nor any of its Subsidiaries nor, to the knowledge of Parent, any director, officer, employee, auditor, accountant or representative of Parent or any of its Subsidiaries has received or otherwise had or obtained knowledge of any material complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of Parent or any of its Subsidiaries or their respective internal accounting controls, including any material complaint, allegation, assertion or claim that Parent or any of its Subsidiaries has engaged in questionable accounting or auditing practices and (ii) no attorney representing Parent or any of its Subsidiaries, whether or not employed by Parent or any of its Subsidiaries, has reported evidence of a material violation of securities Laws, breach of fiduciary duty or similar violation by Parent or any of its Subsidiaries or any of their respective officers, directors, employees or agents to Parent Board or any committee thereof or to any director or officer of Parent or any of its Subsidiaries.

(f) As of the date of this Agreement, there are no outstanding or unresolved comments received from the SEC staff with respect to Parent SEC Documents. To the knowledge of Parent, none of Parent SEC Documents is subject to ongoing review or outstanding SEC comment or investigation.

(g) Neither Parent nor any of its Subsidiaries is a party to, or has any commitment to become a party to, any joint venture, off balance sheet partnership or any similar Contract (including any Contract or arrangement relating to any transaction or relationship between or among Parent and any of its Subsidiaries, on the one hand, and any unconsolidated Affiliate, including any structured finance, special purpose or limited purpose entity or Person, on the other hand, or any "off balance sheet arrangements" (as defined in Item 303(a) of Regulation S-K under the Exchange Act)), where the result, purpose or intended effect of such Contract is to avoid disclosure of any material transaction involving, or material liabilities of, Parent or any of its Subsidiaries in Parent's or such Subsidiary's published financial statements or other Parent SEC Documents.

(h) Parent is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the NASDAQ Stock Market, LLC.

(i) No Subsidiary of Parent is required to file any form, report, schedule, statement or other document with the SEC.

Section 4.11 *Compliance with Laws and Permits.*

(a) Parent and each of its Subsidiaries have in effect all Permits necessary for them to own, lease or operate their properties and assets and to carry on their businesses and operations as now conducted, and no suspension, cancellation or other lapse of any such Permit is pending by or at the behest of any Governmental Entity, or to Parent's knowledge, threatened. All of such Permits shall remain in full force and effect in all material respects after the Mergers. Neither Parent nor any of its Subsidiaries is, and since January 1, 2009, neither Parent nor any of its Subsidiaries has been, in violation of (i) any Permits which violation would reasonably be expected to have a Parent Material Adverse Effect, or (ii) except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect, any applicable Law. Since January 1, 2009, none of Parent or any of its Subsidiaries has received a notice or other written communication alleging or relating to a possible violation of any Law applicable to their businesses, operations, properties or assets or from a Government Entity seeking to investigate any such possible violation, which notice or other written communication would be expected to have a Parent Material Adverse Effect. Parent is not subject to any material continuing liabilities, obligations or other consequences of any nature relating to any noncompliance by Parent with any Laws which occurred prior to January 1, 2009.

(b) Neither Parent nor any of its Subsidiaries is subject to any consent decree from any Governmental Entity.

(c) Neither Parent nor any of its Subsidiaries (nor, to the knowledge of Parent, any of their respective directors, executives, representatives, agents or employees) (i) has used or is using any corporate funds for any illegal contributions, gifts, entertainment or other unlawful expenses relating to political activity, (ii) has used or is using any corporate funds for any direct or indirect unlawful payments to any foreign or domestic governmental officials or employees, (iii) has violated or is violating any provision of the Foreign Corrupt Practices Act of 1977, (iv) has established or maintained, or is maintaining, any unlawful fund of corporate monies or other properties or (v) has made any bribe, unlawful rebate, payoff, influence payment, kickback or other unlawful payment of any nature.

(d) Parent and each of its Subsidiaries have conducted their export transactions in accordance in all material respects with applicable provisions of U.S. export Laws (including the International Traffic in Arms regulations, the Export Administration Regulations and the regulations administered by the Department of Treasury, Office of Foreign Assets Control ("*OFAC*")), and other export Laws of the countries where it conducts business, and neither Parent nor any of its Subsidiaries has received any notices of noncompliance, complaints or warnings with respect to its compliance with export Laws. Without limiting the foregoing:

(i) Parent and each of its Subsidiaries have obtained all material export licenses and other approvals required for their exports of products, software and technologies from the U.S. and other countries where it conducts business;

(ii) Parent and each of its Subsidiaries are in compliance in all material respects with the terms of such applicable export licenses or other approvals;

(iii) there are no pending or, to the knowledge of Parent, threatened claims against Parent or any of its Subsidiaries with respect to such export licenses or other approvals; and

(iv) Parent and its Subsidiaries have in place adequate controls and systems to ensure compliance in all material respects with applicable Laws pertaining to import and export control in each of the jurisdictions in which Parent and its Subsidiaries currently does or in the past has done business, either directly or indirectly.

(e) Neither Parent nor any of its Subsidiaries, employees or management appears on the Specially Designated Nationals and Blocked Persons List published by OFAC, or is otherwise a person with which any U.S. person is prohibited from dealing under the laws of the United States. Neither Parent nor any of its Subsidiaries does business or conducts any transactions with the governments of, or persons within, any country under economic sanctions administered and enforced by OFAC.

Section 4.12 *No Undisclosed Liabilities; Absence of Certain Changes*. Neither Parent nor any of its Subsidiaries has any liabilities or obligations of any nature, whether or not accrued, contingent or otherwise, other than liabilities and obligations accrued or reserved against in the audited consolidated balance sheet of Parent and its Subsidiaries as of September 30, 2013 or incurred in the ordinary course of business consistent with past procedure since that date, which, individually or in the aggregate, would not reasonably be expected to have a Parent Material Adverse Effect and liability and obligations under this Agreement or in connection with the transactions contemplated hereby.

Section 4.13 *Tax Treatment*. Neither Parent or any of its Subsidiaries nor, to the knowledge of Parent, any of its Affiliates has taken or has agreed to take any action or knows of any fact that could be reasonably expected to prevent the Integrated Merger from constituting a "reorganization" qualifying under the provisions of Section 368(a) of the Code.

Section 4.14 *Section 203 of the DGCL*. None of Parent, Merger Sub, Merger Sub 2 or any of their respective "affiliates" or "associates" has been, at any time during the three (3) years preceding the date hereof, an "interested stockholder" of the Company, as such terms are defined in Section 203 of the DGCL. As of the date of this Agreement, none of Parent, Merger Sub, Merger Sub 2 or their respective affiliates or associates owns (directly or indirectly, beneficially or of record) any shares of capital stock of the Company, and none of Parent, Merger Sub, Merger Sub 2 or their respective affiliates or associates holds any rights to acquire directly or indirectly any shares of capital stock of the Company except pursuant to this Agreement and the Support Agreements.

Section 4.15 *Absence of Certain Changes or Events*. Since December 31, 2013: (a) Parent and its Subsidiaries have conducted their businesses only in the ordinary course consistent with past practice; and (b) there has not been any change or event that, individually or in the aggregate, has had or reasonably would be expected to have a Parent Material Adverse Effect.

Section 4.16 *Benefit Plans.*

(a) Each "employee benefit plan" (within the meaning of section 3(3) of ERISA), "multiemployer plans" (within the meaning of ERISA section 3(37)), and all stock purchase, stock option, severance, employment, change-in-control, fringe benefit, bonus, incentive, deferred compensation and all other employee benefit plans, agreements, programs, policies or other arrangements, whether or not subject to ERISA (including any funding mechanism therefor now in effect or required in the future as a result of the transactions contemplated by this Agreement or otherwise), under which any employee of Parent or its Subsidiaries has any present or future right to benefits or Parent or its Subsidiaries has any present or future liability is referred to in this Agreement as a "Parent Plan" and shall be collectively referred to as the "*Parent Plans*."

(b) Each Parent Plan for which Parent is the plan sponsor intended to be qualified under Section 401(a) of the Code has received a favorable determination, advisory and/or opinion letter, as applicable, from the IRS that it is so qualified and, to the knowledge of Parent, nothing has occurred since the date of such letter that would reasonably be expected to cause the loss of such qualified status of such Parent Plan.

(c) No Parent Plan is a multiemployer plan (as defined in Section 3(37) of ERISA) or is subject to Section 412 or 430 of the Code or Title IV of ERISA.

(d) With respect to the Parent Plans:

(i) each Parent Plan for which Parent is the plan sponsor has been established and administered in accordance with its terms and in material compliance with the applicable provisions of ERISA, the Code, and other applicable Laws, and no reportable event, as defined in Section 4043 of ERISA, to Parent's knowledge, no prohibited transaction, as described in Section 406 of ERISA or Section 4975 of the Code, or accumulated funding deficiency, as defined in Section 302 of ERISA and 412 of the Code, has occurred with respect to any such Parent Plan, and all contributions required to be made under the terms of any Parent Plan have been timely made;

(ii) there is no Action (including any investigation, audit or other administrative proceeding) by the Department of Labor, the Pension Benefit Guaranty Corporation, the IRS or any other Governmental Entity or by any plan participant or beneficiary pending, or to the knowledge of Parent, threatened, relating to the Parent Plans, any fiduciaries thereof with respect to their duties to the Parent Plans or the assets of any of the trusts under any of the Parent Plans (other than routine claims for benefits) nor, to the knowledge of Parent, are there facts or circumstances that exist that could reasonably give rise to any such Actions;

(iii) none of Parent and its Subsidiaries or members of their Controlled Group (as defined in ERISA) has incurred any direct or indirect material liability under ERISA or the Code in connection with the termination of, withdrawal from or failure to fund, any Parent Plan or other retirement plan or arrangement, and no fact or event exists that would reasonably be expected to give rise to any such liability;

(iv) Parent and its Subsidiaries do not maintain any Parent Plan that is a "group health plan" (as such term is defined in Section 5000(b)(1) of the Code) that has not been administered and operated in all material respects in compliance with the applicable requirements of Section 601 of ERISA and Section 4980B(b) of the Code, and Parent and its Subsidiaries are not subject to any material liability, including additional contributions, fines, penalties or loss of Tax deduction as a result of such administration and operation.

(e) None of Parent Plans provides for payment of a benefit, the increase of a benefit amount, the payment of a contingent benefit or the acceleration of the payment or vesting of a benefit determined or occasioned, in whole or in part, by reason of the execution of this Agreement or the consummation of the transactions contemplated hereby. No amount or benefit that could be received by any "disqualified individual" (as defined in Treasury Regulation Section 1.280G-1) with respect to Parent or any Subsidiary in connection with the transactions contemplated by this Agreement (alone or in combination with any other event, and whether pursuant to a Company Plan or otherwise) could be characterized as an "excess parachute payment" (as defined in Section 280G(b)(l) of the Code).

(f) No Parent Plan provides for post-employment welfare benefits except to the extent required by Section 4980B of the Code or applicable state Law.

(g) Each Parent Plan that is subject to Section 409A of the Code has materially complied in form and operation with the requirements of Section 409A of the Code. No individual is entitled to any gross-up, make-whole or other additional payment from Parent or any of its Subsidiaries in respect of any Tax (including federal, state, local or foreign income, excise or other Taxes (including Taxes imposed under Section 409A and 4999 of the Code)) or interest or penalty related thereto.

Section 4.17 Labor and Employment Matters.

(a) Parent and its Subsidiaries are and have been in material compliance with all applicable Laws relating to labor and employment, including those relating to wages, hours, collective bargaining, unemployment compensation, worker's compensation, equal employment opportunity, age and disability discrimination, immigration control, employee classification, information privacy and security, payment and withholding of taxes and continuation coverage with respect to group health plans. As of the date of this Agreement there is not pending or, to the knowledge of Parent, threatened, any labor dispute, work stoppage, labor strike or lockout against Parent or any of its Subsidiaries by employees.

(b) No employee of Parent or any of its Subsidiaries is covered by an effective or pending collective bargaining agreement or similar labor agreement. To the knowledge of Parent, there has not been any activity on behalf of any labor organization or employee group to organize any such employees. There are no (i) unfair labor practice charges or complaints against Parent or any of its Subsidiaries pending before the National Labor Relations Board or any other labor relations tribunal or authority and to the knowledge of Parent no such representations, claims or petitions are threatened, (ii) representation claims or petitions pending before the National Labor Relations Board or any other labor relations tribunal or authority or (iii) grievances or pending arbitration proceedings against Parent or any of its Subsidiaries that arose out of or under any collective bargaining agreement.

(c) All individuals who are performing consulting or other services for Parent or any Subsidiary of Parent are or were correctly classified by Parent as either "independent contractors" or "employees" as the case may be, except where the failure to be so qualified would not individually or in the aggregate reasonably be expected to have a Company Material Adverse Effect. All employees of Parent and any Subsidiary of Parent have been correctly classified as "exempt" or "non-exempt" under the Fair Labor Standards Act.

(d) Reserved.

(e) The properties, assets and operations of Parent and its Subsidiaries have been in compliance in all material respects with all applicable Worker Safety Laws. With respect to such properties, assets and operations, including any previously owned, leased or operated properties, assets or operations, there are no past, present or reasonably anticipated future events, conditions, circumstances, activities, practices, incidents, actions or plans of Parent or any of its Subsidiaries that may interfere with or prevent compliance or continued compliance with applicable Worker Safety Laws that would individually or in the aggregate reasonably be expected to have a Company Material Adverse Effect.

Section 4.18 *Taxes*.

(a) Parent and each of its Subsidiaries have prepared (or caused to be prepared) and timely filed all material Tax Returns required to be filed and all Tax Returns filed by Parent and its Subsidiaries are true, correct and complete in all material respects. For purposes of this Section 4.18, references to Parent and/or its Subsidiaries include predecessors to Parent and its Subsidiaries. Parent has made available to the Company copies of all federal income and other material Tax Returns filed by Parent and its Subsidiaries since January 1, 2009.

(b) All material Taxes due and owing by Parent and each of its Subsidiaries (whether or not shown on any Tax Returns) have been paid, or have been withheld and remitted (if applicable), to the appropriate Governmental Entity, and all Taxes that have accrued but are not yet payable have been reserved for in accordance with GAAP (including FIN 48, Accounting for Uncertainty in Income Taxes) in Parent's financial statements included in the Parent SEC Documents, or have been incurred in the ordinary course of business since the date of the Parent SEC Documents filed most recently in amounts consistent with prior periods.

(c) Since January 1, 2009, the Company and its Subsidiaries have not incurred, individually or in the aggregate, any material Liability for Taxes or recognized any material amount of taxable income outside the ordinary course of business or otherwise inconsistent with past practice (unless otherwise required by applicable Law).

(d) There is no material Tax deficiency outstanding, assessed or, to the knowledge of Parent, proposed against Parent or any of its Subsidiaries, nor, as of the date hereof, has Parent or any of its Subsidiaries executed any waiver of any statute of limitations on or extending the period for the assessment or collection of any Tax that is still in effect. Section 4.18(d) of Parent Disclosure Letter sets forth all material Tax deficiencies that have been proposed against Parent or any of its Subsidiaries since January 1, 2009 (whether or not settled or otherwise resolved).

(e) No material audit, examination, claim or legal proceeding with respect to Taxes or of a Tax Return of Parent or any of its Subsidiaries is presently in progress, nor to the knowledge of Parent, has Parent or any of its Subsidiaries been notified of any request for such an audit or other examination or of any such claim or proceeding.

(f) As of the date hereof, neither Parent nor any of its Subsidiaries is a party to any closing agreement pursuant to Section 7121 of the Code or any predecessor provision thereof, or any similar provision of state, local, or foreign Law that could materially affect the liability of Parent or any Subsidiary for Taxes following the Merger.

(g) Each of Parent and its Subsidiaries has disclosed on its Tax Returns all positions taken therein that could give rise to a substantial understatement of federal income Tax within the meaning of Section 6662 of the Code or any similar provision of state, local, or foreign Law.

(h) No claim has been made in writing by any Governmental Entity in a jurisdiction where either Parent or any of its Subsidiaries has not filed Tax Returns indicating that Parent or such Subsidiary is or may be subject to any taxation by such jurisdiction.

(i) Neither Parent nor any of its Subsidiaries has agreed or is required to make any adjustments pursuant to Section 481(a) of the Code or any similar provision of state, local or foreign Law by reason of a change in accounting method, and neither Parent nor any of its Subsidiaries has any knowledge that a Governmental Entity has proposed any such adjustment or change in accounting method, nor is any application pending with any Governmental Entity requesting permission for any change in accounting method.

(j) There are no material Liens on the assets of Parent or any of its Subsidiaries relating to or attributable to Taxes, other than Permitted Liens.

(k) Parent is not a "United States real property holding corporation" within the meaning of Section 897(c)(2) of the Code, nor has it been a "United States real property holding corporation" within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(i) of the Code.

(l) Neither Parent nor any of its Subsidiaries (i) is a party to a Contract (other than a Contract entered into in the ordinary course of business with vendors, customers and lessors) that provides for material Tax indemnity or Tax sharing, or for the payment of any portion of a Tax (or pay any amount calculated with reference to any portion of a Tax) of any other Person, or (ii) has any Liability for Taxes of any Person (other than Parent or any of its Subsidiaries) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign Law), as a transferee or successor. Neither Parent nor any of its Subsidiaries has been a member of a combined, consolidated, unitary or similar group for Tax purposes, other than any such group of which Parent was at all times the common parent corporation.

(m) The amount and nature of the tax attributes of Parent and its Subsidiaries (including net operating loss, capital loss and tax credit carryovers) reported in Parent's most recent annual report on Form 10-K filed with the SEC are true and correct in all material respects as of the end of Parent's most recent taxable year described therein, and no transaction has occurred since the end of the period covered in such annual report that has materially reduced any such tax attributes other than in the ordinary course of business. Parent is not aware of any other material limitations on its ability to utilize such attributes other than by reason of the effect of the transactions contemplated by this Agreement under Sections 382 and 383 of the Code and comparable provisions of state, local and foreign Tax Law, if any. Neither Parent nor any of its Subsidiaries has undergone an ownership change (as defined in Section 382(g) of the Code) under Section 382 and/or Section 383 of the Code.

(n) Neither Parent nor any of its Subsidiaries has constituted either a "distributing corporation" or a "controlled corporation" in a distribution of stock intended to qualify for tax-free treatment under Section 355 of the Code (x) in the two (2) years prior to the date of this Agreement or (y) in a distribution which would otherwise constitute part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Code and regulations thereunder) in conjunction with the Merger.

(o) Neither Parent nor any of its Subsidiaries has participated (i) in a transaction that is the same as or substantially similar to one of the types of transactions that the IRS has determined to be a tax avoidance transaction and identified by notice, regulation, or other form of published guidance as a listed transaction, as set forth in Treasury Regulation Section 1.6011-4(b)(1) or, (ii) to the knowledge of Parent, in a reportable transaction (other than a listed transaction), as set forth in Treasury Regulation Section 1.6011-4(b).

(p) Parent and its Subsidiaries are and have been in compliance in all material respects with the applicable transfer pricing laws and regulations, including the execution and maintenance of contemporaneous documentation substantiating transfer pricing practices of Parent and its Subsidiaries. The prices for any property or services (or for the use of any property) provided by or to Parent or any of its Subsidiaries are, in all material respects, arm's-length prices for purposes of the relevant transfer pricing Laws, including Treasury Regulations promulgated under Section 482 of the Code.

(q) Neither Parent nor any of its Subsidiaries has taken any action or knows of any fact that could be reasonably expected to prevent the Integrated Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code.

(r) No Subsidiary of Parent that is a "controlled foreign corporation" as defined in the Code owns (directly or indirectly) a material "investment in United States property" for purposes of Section 956 of the Code. Neither Parent nor any of its Subsidiaries owns an interest in any entity treated as a "passive foreign investment company" as defined in the Code.

Section 4.19 *Environmental Matters.*

(a) Reserved.

(b) Parent and its Subsidiaries are and to the knowledge of Parent have been in compliance with all applicable Environmental Laws, have currently obtained all Environmental Permits and are in compliance with their requirements, and have resolved all known past non-compliance with Environmental Laws and Environmental Permits without any pending, on-going or future obligation, cost or liability.

(c) Neither Parent nor any of its Subsidiaries has (i) placed, held, located, released, transported or disposed of any Hazardous Substances on, under, from or at any of their respective properties or to the knowledge of Parent any other properties other than in compliance with Applicable Law, (ii) any knowledge of the presence of any Hazardous Substances on, under, emanating from, or at any of their respective properties or any other property but arising from Parent's or any of its Subsidiaries' current or former properties or operations other than in compliance with applicable Law, or (iii) any knowledge, nor has it received any written notice (A) of any violation of or liability under any Environmental Laws, (B) of the institution or pendency of any suit, action, claim, proceeding or investigation by any Governmental Entity or any third party in connection with any such violation or liability, (C) requiring the investigation of, response to or remediation of Hazardous Substances at or arising from any of Parent's or any of its Subsidiaries' current or former properties or operations or any other properties, (D) alleging noncompliance by Parent or any of its Subsidiaries with the terms of any Environmental Permit in any manner reasonably likely to require significant expenditures or to result in liability, or (E) demanding payment for response to or remediation of Hazardous Substances at or arising from any of Parent's or any of its Subsidiaries' current or former properties or operations or any other properties.

(d) Reserved.

(e) To the knowledge of Parent, neither Parent nor any of its Subsidiaries has exposed any employee or third party to any Hazardous Substances or condition that has subjected or may subject Parent to material liability under any Environmental Law.

(f) To the knowledge of Parent, no underground storage tanks, asbestos-containing material, or polychlorinated biphenyls have ever been located on property or properties presently or formerly owned or operated by Parent or any of its Subsidiaries, except as has not had and would not reasonably be expected to have a Company Material Adverse Effect.

(g) To the knowledge of Parent, neither Parent nor any of its Subsidiaries has agreed to assume, undertake or provide indemnification for any material liability of any other person under any Environmental Law, including any obligation for corrective or remedial action.

(h) Neither Parent nor any of its Subsidiaries has received written notice that it is required to make any material capital or other expenditures to comply with any Environmental Law nor, to the knowledge of Parent, is there any reasonable basis on which any Governmental Entity could take action that would require such material capital or other expenditures.

(i) This Section 4.19 contains the sole and exclusive representations and warranties of Parent related to Hazardous Substances, Environmental Law or Environmental Permits.

Section 4.20 *No Other Representations or Warranties*. Except for the representations and warranties expressly made by Parent in this Article IV, neither Parent nor any other Person makes any representation or warranty with respect to Parent or its Subsidiaries or their respective business, operations, assets, liabilities, condition (financial or otherwise) or prospects, notwithstanding the delivery or disclosure to Company or any of its Affiliates or Representatives of any documentation, forecasts, projections or other information with respect to any one or more of the foregoing and, whether delivered or disclosed orally, in writing, electronically or otherwise.

ARTICLE V

COVENANTS

Section 5.1 *Conduct of Business*.

(a) During the period from the date of this Agreement to the Effective Time, except as consented to in writing in advance by Parent (which consent shall not be unreasonably conditioned, withheld or delayed) or as otherwise contemplated or permitted by this Agreement, the Company shall, and shall cause each of its Subsidiaries to, carry on its business in the ordinary course consistent with past practice and use commercially reasonable efforts to preserve intact its business organization, preserve its assets, rights and properties in good repair and condition (normal wear and tear excepted), keep available the services of its current officers, employees and consultants and preserve its goodwill and its relationships with customers, suppliers, licensors, licensees, distributors and others having business dealings with it. In addition to and without limiting the generality of the foregoing, during the period from the date of this Agreement to the Effective Time:

(i) Except as contemplated or permitted by this Agreement, the Company shall not, and shall not permit any of its Subsidiaries, without Parent's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), to:

(A) (1) declare, set aside or pay any dividends on, or make any other distributions (whether in cash, stock or property) in respect of, any of its capital stock or other equity interests, except for (x) dividends by a wholly owned Subsidiary of the Company to its parent that does not trigger Tax liability and (y) regular quarterly dividends payable in accordance with past practice (but in no event in an amount in excess of $0.08 per Share per quarter), (2) purchase, redeem or otherwise acquire shares of capital stock or other equity interests of the Company or its Subsidiaries or any options, warrants, or rights to acquire any such shares or other equity interests (other than pursuant to Contracts in effect on the date hereof and other than in connection with the payment of Federal, state or local income and FICA tax withholdings for vested restricted stock or other employee awards) or (3) split, combine, reclassify or otherwise amend the terms of any of its capital stock or other equity interests or, other than pursuant to Contracts in effect on the date hereof, issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock or other equity interests;

(B) issue, deliver, sell, grant, pledge or otherwise encumber or subject to any Lien any shares of its capital stock or other equity interests or any securities convertible into, or exchangeable for, or any rights, warrants or options to acquire, any such shares or other equity interests, or any stock appreciation rights, "phantom" stock rights, performance units, rights to receive shares of capital stock of the Company on a deferred basis or other rights linked to the value of Shares, other than pursuant to Contracts in effect on the date hereof;

(C) amend, authorize or otherwise change its certificate of incorporation or by-laws (or similar organizational documents);

(D) directly or indirectly acquire or agree to acquire (A) by merging or consolidating with, purchasing a substantial equity interest in or a substantial portion of the assets of, making an investment in or loan or capital contribution to or in any other manner, any corporation, partnership, association or other business organization or division thereof or (B) any assets that are otherwise material to the Company and its Subsidiaries, other than inventory acquired in the ordinary course of business consistent with past practice;

(E) directly or indirectly sell, lease, license non-Intellectual Property, sell and leaseback, abandon, mortgage or otherwise encumber or subject to any Lien or otherwise dispose in whole or in part of any of its material properties, assets or rights or any interest therein, except (i) sales, leases, licenses or other dispositions of equipment, licenses and other assets in the ordinary course of business consistent with past practice, (ii) pursuant to Contracts in effect on the date hereof, or (iii) transfers among the Company and its Subsidiaries;

(F) adopt or enter into a plan of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization;

(G) (1) other than borrowings under its existing credit facilities in the ordinary course of business consistent with past practice in an amount not in excess of a net debt amount of $25,000,000, incur, create, assume or otherwise become liable for, or repay or prepay, any indebtedness for borrowed money, any obligations under conditional or installment sale Contracts or other retention Contracts relating to purchased property, any capital lease obligations (other than office equipment leases entered into in the ordinary course of business) or any guarantee or any such indebtedness of any other Person, issue or sell any debt securities, options, warrants, calls or other rights to acquire any debt securities of the Company or any of its Subsidiaries, guarantee any debt securities of any other Person, enter into any "keepwell" or other agreement to maintain any financial statement condition of any other Person or enter into any arrangement having the economic effect of any of the foregoing (collectively, "*Indebtedness*"), or amend, modify or refinance any Indebtedness or (2) other than in the ordinary course in accordance course of business in accordance with past practice and in no event in an aggregate amount not to exceed $500,000, make any loans, advances or capital contributions to, or investments in, any other Person, other than the Company or any direct or indirect wholly owned Subsidiary of the Company;

(H) incur or commit to incur any capital expenditure or authorization or commitment with respect thereto in excess of $10,000,000;

(I) except as required by Law or judgment of a court of competent jurisdiction, (1) pay, discharge, settle or satisfy any claims, liabilities or obligations (whether absolute, accrued, asserted or unasserted, contingent or otherwise), other than the payment, discharge or satisfaction in the ordinary course of business consistent with past practice or as required by their terms as in effect on the date of this Agreement of claims, liabilities or obligations reflected or reserved against in the most recent audited financial statements (or the notes thereto) of the Company and its Subsidiaries included in the Company SEC Documents (for amounts not in excess of such reserves) or incurred since the date of such financial statements in the ordinary course of business consistent with past practice, (2) cancel any material indebtedness or (3) waive, release, grant or transfer any right of material value;

(J) except in the ordinary course of business consistent with past practice, (1) modify, amend, terminate, cancel or extend any Material Contract or (2) enter into any Contract that if in effect on the date hereof would be a Material Contract;

(K) except with respect to normal debt collection practices, commence any Action (other than an Action as a result of an Action commenced against the Company or any of its Subsidiaries), or compromise, settle or agree to settle any material Action (including any Action relating to this Agreement or the transactions contemplated hereby);

(L) change its financial or tax accounting methods, principles or practices, except insofar as may have been required by a change in GAAP or applicable Law, or revalue any of its material assets;

(M) settle or compromise any material liability for Taxes, amend any material Tax Return, enter into any material Contract with or request any material ruling from any Governmental Entity relating to Taxes, make, change or revoke any material Tax election, change any method of accounting for Tax purposes, take any material position on a Tax Return inconsistent with a position taken on a Tax Return previously filed, take any other action to materially impair (other than through actual utilization or in the ordinary course of business consistent with past practice) any tax asset reflected in the Company SEC Documents filed most recently prior to the date hereof, extend or waive any statute of limitations with respect to Taxes, or surrender any claim for a material refund of Taxes;

(N) change its fiscal or tax year;

(O) except as required pursuant to applicable Law or the terms of any Contract, Company Plan or other employee benefit or incentive plans or arrangements in effect on the date hereof, (1) grant any current or former director, officer, employee or independent contractor any increase in compensation, bonus or other benefits, or any such grant of any type of compensation or benefits to any current or former director, officer, employee or independent contractor not previously receiving or entitled to receive such type of compensation or benefit, or pay any bonus of any kind or amount to any current or former director, officer, employee or independent contractor (except for increases in the ordinary course of business consistent with past practice in the compensation of employees that are not officers), (2) grant or pay to any current or former director, officer, employee or independent contractor any severance, change in control or termination pay, or modifications thereto or increases therein, (3) pay any benefit or grant or amend any award (including in respect of stock options, stock appreciation rights, performance units, restricted stock or other stock-based or stock-related awards or the removal or modification of any restrictions in any Company Plan or awards made thereunder), (4) adopt or enter into any collective bargaining agreement or other labor union contract other than with respect to the Company's Stamford, Connecticut facility, (5) take any action to accelerate the vesting or payment of any compensation or benefit under any Company Plan or other Contract, or (6) adopt any new employee benefit plan or arrangement or amend, modify or terminate any existing Company Plan, in each case for the benefit of any current or former director, officer, employee or independent contractor;

(P) knowingly fail to keep in force insurance policies or replacement or revised provisions regarding insurance coverage with respect to the assets, operations and activities of the Company and its Subsidiaries substantially equivalent to those currently in effect;

(Q) renew or enter into any non-compete, exclusivity, non-solicitation or similar agreement that would restrict or limit, in any material respect, the operations of the Company or any of its Subsidiaries;

(R) waive any material benefits of, or agree to modify in any adverse respect, or fail to enforce, or consent to any matter with respect to which its consent is required under, any confidentiality, standstill or similar agreement to which the Company or any of its Subsidiaries is a party;

(S) enter into any new line of business outside of its existing business;

(T) enter into any new lease or amend the terms of any existing lease of real property, except in the ordinary course of business consistent with past practice;

(U) knowingly violate or knowingly fail to perform any obligation or duty imposed upon it by any applicable material federal, state or local law, rule, regulation, guideline or ordinance;

(V) create or form any Subsidiary or make any other investment in another Person (other than short term investments for the purpose of cash management or as otherwise permitted in subsection (G)) of this Section 5.1(a)(i);

(W) modify the standard warranty terms for products sold by the Company or amend or modify any product warranties in effect as of the date hereof in any manner that is adverse to the Company;

(X) (1) allow any of the Company's or its Subsidiaries' Trade Secrets or other confidential information relating to the Company's or its Subsidiaries' existing products or products currently under development and other material Trade Secrets to be disclosed (other than under appropriate non-disclosure agreements and other than publication of patent applications through prosecution); or (2) allow any of the Company's or its Subsidiaries' Intellectual Property rights relating to the Company's or its Subsidiaries' existing products or products currently under development to be abandoned, or otherwise to lapse or become unavailable to the Company or its Subsidiaries on the same terms and conditions as such rights were available to the Company and its Subsidiaries as of the date of this Agreement;

(Y) (1) enter into any distribution agreements not terminable by the Company or its Subsidiaries on 60 days' notice without penalty, enter into any commitment to any Person to enter into any license, distributorship, or sales agreement that by its terms would purport to relate to any of the products of Parent or its Affiliates or sell, license, transfer or otherwise dispose of any Intellectual Property other than sales of its products and other non-exclusive licenses that are in the ordinary course of business and consistent with past practices; (2) enter into any sales agency agreements; or (3) grant "most favored nation" pricing to any Person;

(Z) enter into or amend any contract, agreement, commitment or arrangement with any Affiliated Person;

(AA) fail to make in a timely manner any filings with the SEC required under the Securities Act or the Exchange Act or the rules and regulations promulgated thereunder;

(BB) knowingly take any action that would result in a failure to maintain trading of the Shares on the NYSE; or

(CC) knowingly take any action (or omit to take any action) if such action (or omission) could reasonably be expected to result in any condition to the Merger set forth in Article VI not being satisfied.

(b) *Conduct of Business by Parent*. During the period from the date of this Agreement to the Effective Date, except as consented to in writing in advance by the Company (which consent shall not be unreasonably conditioned, withheld or delayed) or as otherwise contemplated or permitted by this Agreement, Parent shall, and cause each of its Subsidiaries to, carry on its business in all material respects in the ordinary course consistent with past practice and use commercially reasonable efforts to preserve intact its business organization, preserve its assets, rights and properties in good repair and condition (normal wear and tear excepted), keep available the services of its current officers, employees and consultants and preserve its goodwill and its relationships with customers, suppliers, licensors, licensees, distributors and others having business dealings with it. In addition to and without limiting the generality of the foregoing, except as required, contemplated or permitted by this Agreement, Parent shall not, and shall not permit any of its Subsidiaries, without the Company's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), to:

(A) (1) declare, set aside or pay any dividends on, or make any other distributions (whether in cash, stock or property) in respect of, any of its capital stock or other equity interests, except for (x) dividends by a wholly owned Subsidiary of Parent to its parent that does not trigger Tax liability and (y) regular quarterly dividends payable in accordance with past practice (but in no event in an amount in excess of $0.15 per share per quarter), (2) purchase, redeem or otherwise acquire shares of capital stock or other equity interests of Parent or its Subsidiaries or any options, warrants, or rights to acquire any such shares or other equity interests (other than pursuant to Contracts in effect on the date hereof) and other than in connection with the payment of Federal, state or local income and FICA tax withholdings for vested restricted stock or other employee awards or (3) split, combine, reclassify or otherwise amend the terms of any of its capital stock or other equity interests or, other than pursuant to Contracts in effect on the date hereof, issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock or other equity interests;

(B) other than in connection with the financing of the transactions contemplated by this Agreement, issue, deliver, sell, grant, pledge or otherwise encumber or subject to any Lien any shares of its capital stock or other equity interests or any securities convertible into, or exchangeable for, or any rights, warrants or options to acquire, any such shares or other equity interests, or any stock appreciation rights, "phantom" stock rights, performance units, rights to receive shares of capital stock of the Company on a deferred basis or other rights linked to the value of Shares, other than pursuant to certain plans in the Parent SEC Document in effect on the date hereof;

(C) amend, authorize or otherwise change its certificate of incorporation or by-laws (or similar organizational documents);

(D) directly or indirectly acquire or agree to acquire (A) by merging or consolidating with, purchasing a substantial equity interest in or a substantial portion of the assets of, making an investment in or loan or capital contribution to or in any other manner, any corporation, partnership, association or other business organization or division thereof or (B) any assets that are otherwise material to Parent and its Subsidiaries, other than inventory, equipment licenses and other assets acquired in the ordinary course of business consistent with past practice;

(E) directly or indirectly sell, lease, license non-Intellectual Property, sell and leaseback, abandon, mortgage or otherwise encumber or subject to any Lien or otherwise dispose in whole or in part of any of its material properties, assets or rights or any interest therein, except (i) sales, leases, licenses or other dispositions in the ordinary course of business consistent with past practice, (ii) pursuant to contracts or agreements in effect on the date hereof, or (iii) transfers among Parent and its Subsidiaries;

(F) adopt or enter into a plan of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization;

(G) (1) other than borrowings under its existing credit facilities in the ordinary course of business consistent with past practice and borrowings incurred to finance the transactions contemplated hereby, incur, create, assume or otherwise become liable for, or repay or prepay, any Indebtedness, or amend, modify or refinance any Indebtedness or (2) other than in the ordinary course of business consistent with past practice, make any loans, advances or capital contributions to, or investments in, any other Person, other than Parent or any direct or indirect wholly owned Subsidiary of Parent;

(H) knowingly fail to keep in force insurance policies or replacement or revised provisions regarding insurance coverage with respect to the assets, operations and activities of Parent and its Subsidiaries substantially equivalent to those currently in effect;

(I) fail to make in a timely manner any filings with the SEC required under the Securities Act or the Exchange Act or the rules and regulations promulgated thereunder;

(J) knowingly take any action that would result in a failure to maintain trading of the shares of Parent's common stock on NASDAQ; or

(K) knowingly take any action (or omit to take any action) if such action (or omission) could reasonably be expected to result in any condition to the Merger set forth in Article VI not being satisfied.

(c) Nothing contained in this Agreement shall give (i) Parent, directly or indirectly, the right to control or direct the Company's or its Subsidiaries' operations prior to the Effective Time (*provided*, that nothing contained in this Section 5.1(c)(i) shall be deemed to mitigate Parent's consent rights as set forth in Section 5.1(a)), or (ii) the Company, directly or indirectly, the right to control or direct Parent's or its Subsidiaries' operations prior to the Effective Time (*provided*, that nothing contained in this Section 5.1(c)(ii) shall be deemed to mitigate the Company's consent rights as set forth in Section 5.1(b)).

Section 5.2 *No Solicitation*.

(a) The Company shall, and shall direct each of its Subsidiaries and the Representatives of the Company and its Subsidiaries to immediately cease and cause to be terminated all existing discussions or negotiations with any Person conducted heretofore with respect to any Acquisition Proposal. Except as permitted by this Section 5.2, the Company shall not, and shall not permit or authorize any of its Subsidiaries or any director, officer, employee, investment banker, financial advisor, attorney, accountant or other advisor, agent or representative (collectively, "*Representatives*") of the Company or any of its Subsidiaries, directly or indirectly, to (i) solicit, initiate or knowingly encourage the submission of any Acquisition Proposal, or any inquiry, proposal or offer that is reasonably likely to lead to any Acquisition Proposal, (ii) enter into, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any Person any non-public information with respect to, any Acquisition Proposal (except to notify any Person making an unsolicited Acquisition Proposal of the existence of the provisions of this Section 5.2) or (iii) adopt a resolution or agree to do any of the foregoing. Notwithstanding the foregoing, if at any time following the date of this Agreement and prior to the obtaining of the Company Stockholder Approval, (1) the Company receives a written Acquisition Proposal that was unsolicited and did not otherwise result from a breach of this Section 5.2, (2) the Company Board or the Special Committee determines in good faith (after consultation with outside counsel and its financial advisor) that such Acquisition Proposal constitutes or is reasonably likely to lead to a Superior Proposal and (3) the Company Board or the Special Committee determines in good faith (after consultation with outside counsel) that the failure to take the actions referred to in clause (x) or (y) would be inconsistent with its fiduciary duties under applicable Law, then the Company may, at any time prior to obtaining the Company Stockholder Approval (x) furnish information with respect to the Company and its Subsidiaries to the Person making such Acquisition Proposal pursuant to a customary confidentiality agreement containing terms substantially similar to, and no less favorable to the Company than, those set forth in the Confidentiality Agreement (an "*Acceptable Confidentiality Agreement*"); *provided*, that any non-public information provided to any Person given such access shall have been previously provided to Parent or shall be provided to Parent prior to or concurrently with the time it is provided to such Person and (y) engage or participate in discussions or negotiations with the Person making such Acquisition Proposal regarding such Acquisition Proposal.

(b) Neither the Company Board nor the Special Committee or any other committee thereof shall (i) (A) withdraw (or modify or qualify in any manner adverse to Parent or Merger Sub) the Company Board Recommendation, (B) adopt, approve, or recommend to the stockholders of the Company any Acquisition Proposal or (C) adopt a resolution or take any such actions (each such action set forth in this Section 5.2(b)(i) being referred to herein as an "*Adverse Recommendation Change*") or (ii) (A) cause or permit the Company to enter into any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement or other Contract other than an Acceptable Confidentiality Agreement (each, an "*Alternative Acquisition Agreement*") that is, is intended to, or is reasonably likely to lead to, an Acquisition Proposal or (B) adopt a resolution or agree to take any such actions. Notwithstanding the foregoing or anything to the contrary in this Agreement, the Company Board (or, to the fullest extent permitted by Law, the Special Committee) may, if the Company Board or Special Committee, as applicable, determines in good faith (after consultation with outside counsel) that the failure to do so would be inconsistent with its fiduciary duties under applicable Law, (x) make an Adverse Recommendation Change in response to either (I) a Superior Proposal or (II) material changes in circumstances that are not related to an Acquisition Proposal and were not known to the Company Board or Special Committee nor reasonably foreseeable by the Company Board or Special Committee as of or prior to the date of this Agreement (an "*Intervening Event*") or (y) solely in response to a Superior Proposal received after the date hereof that did not result from a breach of this Section 5.2, cause the Company to terminate this Agreement pursuant to Section 7.1(i) (including payment of the Termination Fee) and concurrently enter into a binding Alternative Acquisition Agreement with respect to such Superior Proposal; *provided, however,* that the Company may not make an Adverse Recommendation Change or terminate this Agreement in response to a Superior Proposal as referred to above or enter into an Alternative Acquisition Agreement unless (1) the Company promptly notifies Parent in writing at least three Business Days before taking any such action of its intention to do so, and specifying the reasons therefor, including the material terms and conditions of, and the identity of any Person making, such Superior Proposal, and contemporaneously furnishing a copy of any Alternative Acquisition Agreement and any other relevant transaction documents (it being understood and agreed that any amendment to the financial terms or any other material term of such Superior Proposal shall require a new written notice by the Company and a new two Business Day period commencing at the time of such new notice), (2) the Company keeps Parent reasonably informed of developments with respect to such Superior Proposal, (3) the Company has complied with its obligations in the next sentence of this Section 5.2(b), and (4) prior to the expiration of the applicable notice period, Parent does not make a bona fide proposal to adjust the terms and conditions of this Agreement or, if Parent has made such a proposal, the Company Board or Special Committee has determined in good faith (after consultation with outside counsel and its financial advisor) such proposal does not either cause such initial Superior Proposal to cease to be a Superior Proposal or cause the failure to terminate this Agreement and enter into an Alternative Acquisition Agreement with respect to such Superior Proposal no longer to be inconsistent with the Company Board's or Special Committee's fiduciary duties under applicable Law; *provided further*, that neither the Company Board nor Special Committee may make an Adverse Recommendation Change in response to an Intervening Event as referred to above unless (A) the Company provides Parent with written information describing such Intervening Event in reasonable detail as soon as reasonably practicable after becoming aware of it, (B) the Company keeps Parent reasonably informed of developments with respect to such Intervening Event, (C) the Company notifies Parent in writing at least three Business Days before making an Adverse Recommendation Change with respect to such Intervening Event of its intention to do so and specifying the reasons therefor (it being understood and agreed that any material change to any of the facts that are the basis of the proposed Adverse Recommendation Change shall require a new written notice by the Company and a new two Business Day period commencing at the time of such new notice), (D) the Company has complied with its obligations in the next sentence of this Section 5.2(b), and (E) prior to the expiration of the applicable notice period, Parent does not make a bona fide proposal to adjust the terms and conditions of this Agreement or, if Parent has made such a proposal, the Company Board or Special Committee has determined (after consultation with outside counsel and its financial advisor) such proposal does not cause the failure to make an Adverse Recommendation Charge no longer to be inconsistent with the Company Board's fiduciary duties under applicable Law. During the notice period prior to its effecting an Adverse Recommendation Change or terminating this Agreement and entering into an Alternative Acquisition Agreement as referred to above, the Company shall, and shall cause its financial and legal advisors to, negotiate with Parent in good faith (to the extent Parent seeks to negotiate) regarding any revisions to the terms of the transactions contemplated by this Agreement proposed by Parent.

(c) In addition to the obligations of the Company set forth in Sections 5.2(a) and (b), the Company promptly, and in any event within 24 hours of receipt, shall advise Parent in writing in the event the Company or any of its Subsidiaries or its or its Subsidiaries' Representatives receives (i) any Acquisition Proposal, (ii) any request for information, discussion or negotiation that the Company Board (or any committee thereof) determines in good faith is reasonably likely to lead to or that contemplates an Acquisition Proposal or (iii) any inquiry, proposal or offer that the Company Board or Special Committee determines is reasonably likely to lead to an Acquisition Proposal, in each case together with the identity of the Person making such Acquisition Proposal and a description of the material terms and conditions of such Acquisition Proposal, request, inquiry, proposal or offer. The Company shall keep Parent informed (in writing) in all material respects on a reasonably prompt basis of the status and material terms (including, within 36 hours after the occurrence of any material amendment, modification, development, discussion or negotiation) of any such Acquisition Proposal, request, inquiry, proposal or offer. Without limiting any of the foregoing, the Company shall promptly (and in any event within 24 hours) notify Parent in writing if it determines to begin providing information or to engage in discussions or negotiations concerning an Acquisition Proposal pursuant to Section 5.2(a).

(d) The Company agrees that any material breach of this Section 5.2 by any Representative of the Company or any of its Subsidiaries, whether or not such Person is purporting to act on behalf of the Company or any of its Subsidiaries or otherwise, shall be deemed to be a breach of this Agreement by the Company. The Company shall notify its Representatives of the requirements of this Section, and shall otherwise use its best efforts to ensure that all Representatives comply with the terms hereof.

(e) The Company shall not, and shall cause its Subsidiaries not to, enter into any confidentiality agreement with any Person subsequent to the date of this Agreement that would restrict the Company's ability to comply with any of the terms of this Section 5.2, and represents that neither it nor any of its Subsidiaries is a party to any such agreement.

(f) Nothing contained in this Agreement shall prohibit the Company or the Company Board or Special Committee from (i) taking and disclosing a position contemplated by Rule 14e-2(a), Rule 14d-9 or Item 1012(a) of Regulation M-A promulgated under the Exchange Act or (ii) making any "stop, look and listen" communication to the stockholders of the Company pursuant to Rule 14d-9(f) under the Exchange Act; *provided, however,* that in no event shall this Section 5.2(f) affect the obligations of the Company specified in Sections 5.2(b) and (c); and provided further, that any such disclosure (other than a "stop, look and listen" communication or similar communication of the type contemplated by Section 14d-9(f) under the Exchange Act) shall be deemed to be an Adverse Recommendation Change (including for purposes of Section 7.1(i)) unless the Company Board or Special Committee expressly reaffirms the Company Board Recommendation in such disclosure.

(g) For purposes of this Agreement:

(i) "*Acquisition Proposal*" means any inquiry, proposal or offer from any Person or group of Persons (other than Parent and its Affiliates) relating to any direct or indirect acquisition or purchase, in one transaction or a series of transactions, including any merger, reorganization, consolidation, tender offer, self-tender, exchange offer, stock acquisition, asset acquisition, binding share exchange, business combination, recapitalization, liquidation, dissolution, joint venture or similar transaction, (A) of assets or businesses of the Company and its Subsidiaries that generate 20% or more of the net revenues or net income or that represent 20% or more of the total assets (based on fair market value), of the Company and its Subsidiaries, taken as a whole, immediately prior to such transaction, (B) of 20% or more of any class of capital stock, other equity security or voting power of the Company or any resulting parent company of the Company or (C) involving the Company or any of its Subsidiaries, individually or taken together, whose businesses constitute 20% or more of the net revenues, net income or total assets (based on fair market value) of the Company and its Subsidiaries, taken as a whole, immediately prior to such transaction, in each case other than the transactions contemplated by this Agreement.

(ii) "*Superior Proposal*" means any bona fide written Acquisition Proposal that was unsolicited and did not otherwise involve a material breach of this Section 5.2 that the Company Board or Special Committee determines in good faith (after consultation with outside counsel and its financial advisor) is reasonably likely to be consummated in accordance with its terms, taking into account all legal, financial, regulatory and other aspects of the proposal and the Person making the proposal and (B) if consummated, would result in a transaction that is more favorable to the stockholders of the Company from a financial point of view than the transactions contemplated by this Agreement (including any adjustment to the terms and conditions proposed by Parent in response to such proposal pursuant to Section 5.2(b) or otherwise); *provided*, that, for purposes of this definition of "Superior Proposal," references in the term "Acquisition Proposal" to "20%" shall be deemed to be references to "50%.

Section 5.3 *Preparation of Proxy Statement*.

(a) Parent and the Company shall cooperate to promptly prepare and file with the SEC the Proxy Statement and Parent (with the Company's reasonable cooperation) shall promptly prepare and file with the SEC the Form S-4, in which such Proxy Statement will form, a part included as a prospectus. For purposes of this Agreement, (i) the "*Proxy Statement*" means the proxy statement relating to the meeting of Stockholders to be held in connection with this Agreement and, if required by applicable NASDAQ rules, the meeting of the stockholders of Parent to be called in connection with this Agreement and the transactions contemplated hereby and (ii) the "*Form S-4*" means a registration statement on Form S-4, including a prospectus, in which the Proxy Statement will form a part. Each of Parent and the Company shall use its reasonable best efforts to have the Form S-4 declared effective under the Securities Act as promptly as practicable after such filing, and each of such parties shall thereafter promptly mail or deliver the Proxy Statement to its respective shareholders or stockholders, as applicable. Each of Parent and the Company shall, upon request, furnish to the other all information concerning itself, its Subsidiaries, directors, officers and shareholders or stockholders, as applicable, and such other matters as may be reasonably necessary or advisable in connection with the Proxy Statement, the Form S-4 or applicable law related thereto.

(b) Parent and the Company shall promptly notify the other upon its, or one of its Subsidiaries', receipt of any comments from the SEC or its staff or any request from the SEC or its staff for amendments or supplements to the Proxy Statement or the Form S-4, shall consult with the other prior to responding to any such comments or requests or filing any amendment or supplement to the Proxy Statement or the Form S-4, and shall provide the other with copies of all correspondence between such party and its Representatives on the one hand and the SEC and its staff on the other hand. If any party hereto becomes aware of any information that, pursuant to the Securities Act or the Exchange Act, should be disclosed in an amendment or supplement to the Proxy Statement or the Form S-4, then such party shall promptly inform the other parties hereto thereof and shall cooperate with the other parties in filing such amendment or supplement with the SEC and, to the extent required by applicable Law, in mailing such amendment or supplement.

(c) No filing of, or amendment or supplement to, or correspondence with the SEC or its staff with respect to, the Proxy Statement or the Form S-4 will be made by Parent or the Company without providing the other party a reasonable opportunity to review and comment thereon.

Section 5.4 *Company Stockholders' Meeting; Parent Stockholders' Meeting*.

(a) The Company shall take, in accordance with all applicable Law and its certificate of incorporation and by-laws, all action necessary to establish a record date for, duly call and give notice of, and convene a meeting of holders of the issued and outstanding Shares (the "*Company Stockholders' Meeting*") for the purpose of obtaining the Company Stockholder Approval. The Company Stockholders' Meeting shall be convened as promptly as practicable following the mailing of the Proxy Statement. Except in the case of an Adverse Recommendation Change, the Company, through the Company Board (which may act on the recommendation of the Special Committee), shall (i) recommend to its Stockholders that they adopt this Agreement and the transactions contemplated hereby, and (ii) include such recommendation in the Proxy Statement.

(b) If required under NASDAQ Rule 5635 or other applicable NASDAQ rules, Parent shall take, in accordance with all applicable Law and its articles of incorporation and by-laws, all action necessary to establish a record date for, duly call and give notice of, and convene a meeting of holders of the issued and outstanding Parent Common Stock (the "*Parent Stockholders' Meeting*") for the sole purpose of approving the issuance of the Parent Common Stock pursuant to this Agreement. If required, Parent Stockholders' Meeting shall be convened as promptly as practicable following the mailing of the Proxy Statement. If Parent submits the approval of the issuance of the Parent Common Stock pursuant to this Agreement to its stockholders as required by this Section 5.4(b), Parent shall unless it determines based on the advice of its outside counsel and its financial advisors that doing so would constitute a breach of the Parent Board's fiduciary duties under applicable Law (i) recommend to its stockholders that they approve such issuance, and (ii) include such recommendation in the proxy statement in respect of such meeting.

Section 5.5 *Access to Information; Confidentiality*. The Company shall, and shall cause each of its Subsidiaries to, afford to Parent, Merger Sub and their respective Representatives reasonable access during normal business hours, during the period prior to the Effective Time or the termination of this Agreement in accordance with its terms, to all their respective properties, assets, books, contracts, commitments, personnel and records and, during such period, the Company shall, and shall cause each of its Subsidiaries to, furnish promptly to Parent: (a) a copy of each report, schedule, registration statement and other document filed or received by it during such period pursuant to the requirements of federal or state securities laws and (b) all other information concerning its business, properties and personnel as Parent or Merger Sub may reasonably request (including material Tax Returns filed and those material Tax Returns in preparation along with the relevant work papers of its auditors); *provided, however,* that the foregoing shall not require the Company to disclose any information to the extent such disclosure would, or would reasonably be expected to, (i) contravene applicable Law, (ii) breach or cause a default under any confidentiality agreement with any third party entered into prior to the date hereof that relate to any discussions regarding transactions of a nature similar to the transactions contemplated hereby (*provided*, that disclosures required pursuant to Section 5.2 with respect to a party to any such confidentiality agreement or any proposals they may make shall not be limited by this Section 5.2(ii)), or (iii) constitute a waiver of the attorney-client privilege held by the Company or any of its Subsidiaries. All such information shall be held confidential in accordance with the terms of the Mutual Nondisclosure Agreement between Parent and the Company dated as of May 30, 2013 (the "*Confidentiality Agreement*"). No investigation pursuant to this Section 5.5 or information provided, made available or delivered to Parent pursuant to this Agreement shall affect any of the representations, warranties, covenants, rights or remedies, or the conditions to the obligations of, the parties hereunder.

Section 5.6 *Reasonable Best Efforts*.

(a) Upon the terms and subject to the conditions set forth in this Agreement, each of the parties agrees to use reasonable best efforts to take, or cause to be taken, all actions that are necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Merger and the other transactions contemplated by this Agreement, including using reasonable best efforts to accomplish the following: (i) obtain all required consents, approvals or waivers from, or participation in other discussions or negotiations with, third parties, including as required under any Material Contract, (ii) obtain all necessary actions or nonactions, waivers, consents, approvals, orders and authorizations from Governmental Entities, make all necessary registrations, declarations and filings and take all steps as may be necessary to obtain an approval or waiver from, or to avoid any Action by, any Governmental Entity, including filings under the HSR Act with the United States Federal Trade Commission and the Antitrust Division of the United States Department of Justice and any required foreign antitrust filings, (iii) vigorously resist and contest any Action, including administrative or judicial Action, and seek to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other order (whether temporary, preliminary or permanent) that is in effect and that could restrict, prevent or prohibit consummation of the transactions contemplated hereby, including, without limitation, by vigorously pursuing all avenues of administrative and judicial appeal and (iv) execute and deliver any additional instruments necessary to consummate the transactions contemplated hereby and fully to carry out the purposes of this Agreement; *provided*, *however*, that neither the Company nor any of its Subsidiaries shall commit to the payment of any material fee, penalty or other consideration or make any other material concession, waiver or amendment under any Contract in connection with obtaining any consent without the prior written consent of Parent. Each of the parties hereto shall furnish to each other party such necessary information and reasonable assistance as such other party may reasonably request in connection with the foregoing. Subject to applicable Law relating to the exchange of information, Parent and the Company shall have the right to review in advance, and to the extent practicable each shall consult with the other in connection with, all of the information relating to Parent or the Company, as the case may be, and any of their respective Subsidiaries, that appears in any filing made with, or written materials submitted to, any third party and/or any Governmental Entity in connection with the Merger and the other transactions contemplated by this Agreement. In exercising the foregoing rights, each of Parent and the Company shall act reasonably and as promptly as practicable. Subject to applicable Law and the instructions of any Governmental Entity, the Company and Parent shall keep each other reasonably apprised of the status of matters relating to the completion of the transactions contemplated hereby, including promptly furnishing the other with copies of notices or other written communications received by the Company or Parent, as the case may be, or any of their respective Subsidiaries, from any Governmental Entity and/or third party with respect to such transactions, and, to the extent practicable under the circumstances, shall provide the other party and its counsel with the opportunity to participate in any meeting with any Governmental Entity in respect of any filing, investigation or other inquiry in connection with the transactions contemplated hereby. The Company shall use its reasonable best efforts to provide information about itself and its Subsidiaries and access to its employees and representatives to Parent's financing sources that Parent has committed to make available pursuant to the Commitment Letter.

(b) Notwithstanding any other provision of this Agreement to the contrary, in no event shall Parent or any of its Affiliates be required to (i) agree or proffer to divest or hold separate (in trust or otherwise), or take any other action with respect to, any of the assets or businesses of Parent or any of its Affiliates or, assuming the consummation of the Integrated Merger, the Surviving Corporation, Surviving LLC or any of its Affiliates, (ii) agree or proffer to limit in any manner whatsoever or not to exercise any rights of ownership of any securities (including the Shares) or (iii) enter into any agreement that in any way limits the ownership or operation of any business of Parent, the Company, the Surviving Corporation or any of their respective Affiliates, in each case if such action would be material to the business and financial condition of Parent and its Subsidiaries taken as a whole or to the value of the Company and its Subsidiaries to Parent after consummation of the Integrated Merger.

Section 5.7 *Takeover Laws*. The Company and the Company Board shall (a) take no action to cause any Takeover Law to become applicable to this Agreement, the Merger or any of the other transactions contemplated hereby and (b) if any Takeover Law is or becomes applicable to this Agreement, the Merger or any of the other transactions contemplated hereby, use reasonable best efforts to take all action necessary to ensure that the Merger and the other transactions contemplated hereby may be consummated as promptly as practicable on the terms contemplated by this Agreement and otherwise to minimize the effect of such Takeover Law with respect to this Agreement, the Merger and the other transactions contemplated hereby.

Section 5.8 *Notification of Certain Matters.* The Company and Parent shall promptly notify each other of (a) any notice or other communication received by such party from any Governmental Entity in connection with the Merger or the other transactions contemplated hereby or from any Person alleging that the consent of such Person is or may be required in connection with the Merger or the other transactions contemplated hereby, (b) any other notice or communication from any Governmental Entity in connection with the transactions contemplated hereby, or (c) any Action commenced or, to such party's knowledge, threatened in writing against, relating to or involving or otherwise affecting such party or any of its Subsidiaries which relates to the Merger or the other transactions contemplated hereby.

Section 5.9 *Indemnification, Exculpation and Insurance*.

(a) Without limiting any additional rights that any current or former officer or director may have under the Company Charter or Company Bylaws as in effect on the date of this Agreement in their capacity as such, from the Effective Time through the sixth anniversary of the date on which the Effective Time occurs, Parent, the Surviving Corporation and the Surviving LLC shall indemnify and hold harmless each current (as of immediately prior to the Effective Time) and each former officer and director of the Company from and against any and all loss and liability suffered and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement reasonably incurred by such person in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, arising out of or pertaining to the fact that the indemnified Person is or was an officer, director or employee of the Company or any of its Subsidiaries at or prior to the Effective Time, whether asserted or claimed prior to, at or after the Effective Time, to the fullest extent the Company would have been required to do so under the Company Charter, Company Bylaws or DGCL (for the avoidance of doubt, subject to the limitations on the Company's ability to indemnify its directors and officers under Section 145 of the DGCL). In the event of any such action, suit or proceeding, each such indemnified Person shall be entitled to advancement of expenses incurred in the defense of such action, suit or proceeding from the Surviving Corporation and the Surviving LLC to the fullest extent that the Company would be permitted to advance such expenses under the DGCL. Each of Parent, the Surviving Corporation and the Surviving LLC agrees, and Parent agrees to cause each of the Surviving Corporation and the Surviving LLC, to continue and not to repeal or modify, and agree to include, to the extent permitted by applicable Law, in its organizational documents provisions for the exculpation, indemnification and advancement of expenses of the current and former directors and officers of the Company as currently existing in the Company Charter and Company Bylaws.

(b) For a period of six years after the Effective Time, Parent shall cause to be maintained in effect the Company's current directors' and officers' liability insurance covering each Person currently covered by the Company's directors' and officers' liability insurance policies (a correct and complete copy of which has been heretofore made available to Parent) for acts or omissions occurring prior to the Effective Time; *provided*, that Parent may (i) substitute therefor policies of an insurance company the material terms of which, including coverage and amount, are no less favorable in any material respect to such directors and officers than the Company's existing policies as of the date hereof or (ii) request that the Company obtain such extended reporting period coverage under its existing insurance programs (to be effective as of the Effective Time); and *provided*, *further*, that in no event shall Parent or the Company be required to pay aggregate premiums for insurance under this Section 5.9(b) in excess of 300% of the amount of the aggregate premiums paid by the Company for policy year 2012-2013 for such purpose (which policy year 2012-2013 premiums are hereby represented and warranted by the Company to be as set forth in Section 5.9(b) of the Company Disclosure Letter), it being understood that Parent shall nevertheless be obligated to provide such coverage as may be obtained for such 300% amount.

(c) The provisions of this Section 5.9 (i) shall survive consummation of the Merger and the Second Merger and are intended to be for the benefit of, and will be enforceable by, each indemnified Person, his or her heirs and his or her legal representatives, and each such Person shall be an intended third party beneficiary of the provisions of this Section 5.9, and (ii) are in addition to, and not in substitution for or limitation of, any other rights to indemnification or contribution that any such Person may have by Contract. Without limiting the generality of the foregoing, the obligations of Parent, the Surviving Corporation and the Surviving LLC under this Section 5.9 shall not be terminated or modified in such a manner as to adversely affect the rights of any indemnified Person to whom this Section 5.9 applies unless such Person shall have consented thereto in writing.

(d) In the event that Parent, the Surviving Corporation, the Surviving LLC, or any of their respective successors or assigns (i) consolidates with or merges into any other Person and is not the continuing or surviving entity of such consolidation or merger or (ii) transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, proper provision shall be made so that the successors and assigns of Parent, the Surviving Corporation and/or the Surviving LLC shall assume all of the obligations of Parent, the Surviving Corporation and/or the Surviving LLC, as the case may be, set forth in this Section 5.9.

Section 5.10 *Tax Treatment.*

(a) The Company, Parent, Merger Sub and Merger Sub 2 intend that the Merger and Second Merger, taken together as a single integrated transaction for US federal income tax purposes, and along with the other transactions effected pursuant to this Agreement, be treated, and each them shall use its best efforts to cause the Merger and Second Merger, taken together as a single integrated transaction for US federal income tax purposes, and along with the other transactions effected pursuant to this Agreement, to be treated, for US federal income tax purposes as a "reorganization" under Section 368(a)(1)(A) of the Code (to which each of Parent and the Company are to be parties under Section 368(b) of the Code) in which the Company is to be treated as merging directly with and into Parent, with the Company Common Stock converted in such merger into the right to receive the consideration provided for hereunder, and each shall (i) take no action inconsistent with such treatment, (ii) not fail to take any action necessary to preserve such treatment, (iii) file all Tax Returns consistent with such treatment, and (iv) take no position inconsistent with such treatment, in each case, unless required to do so by applicable Law.

(b) The Company, Parent, Merger Sub and Merger Sub 2 hereby adopt this Agreement as a plan of reorganization within the meaning of Treasury Regulations Section 1.368-2(g) and 1.368-3(a).

(c) The Company shall immediately notify Parent, if, at any time before the Effective Time, the Company becomes aware of any fact or circumstance that could reasonably be expected to prevent or impede the Merger and Second Merger, taken together as a single integrated transaction for US federal income tax purposes, and along with the other transactions effected pursuant to this Agreement, from being treated as a "reorganization" under Section 368(a)(1)(A) of the Code. On the date of the effectiveness of the Form S-4 and the Closing Date, the Company shall deliver to counsel duly executed certificates substantially in the form attached hereto as Exhibit B (the "*Company Tax Certificates*"). Prior the Effective Time, the Company shall not take or cause to be taken any action which would cause to be untrue any of the representations set forth in the Company Tax Certificates.

(d) Parent shall immediately notify the Company, if, at any time before the Effective Time, Parent becomes aware of any fact or circumstance that could reasonably be expected to prevent or impede the Merger or Second Merger, taken together as a single integrated transaction for US federal income tax purposes, and along with the other transactions effected pursuant to this Agreement, from being treated as a "reorganization" under Section 368(a)(1)(A) of the Code. On the date of the effectiveness of the Form S-4 and the Closing Date, Parent shall deliver to counsel duly executed certificates substantially in the form attached hereto as Exhibit C (the "*Parent Tax Certificates*"). Prior to the Effective Time, the Parent shall not take or cause to be taken any action which would cause to be untrue any of the representations set forth in the Parent Tax Certificates.

Section 5.11 *Public Announcements*. Each of Parent and Merger Sub, on the one hand, and the Company, on the other hand, shall, to the extent reasonably practicable, consult with each other before issuing, and give each other a reasonable opportunity to review and comment upon, any press release or other public statements (including announcements to the employees of the Company and its Subsidiaries) with respect to this Agreement, the Merger and the other transactions contemplated hereby and shall not issue any such press release or make any public announcement (including announcements to the employees of the Company and its Subsidiaries) without the prior consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed, except as may be required by applicable Law, court process or by obligations pursuant to any listing agreement with any national securities exchange or national securities quotation system; *provided*, that Parent or the Company may include disclosures relating to this Agreement, the Merger and the transactions contemplated herein in its respective periodic filings with the SEC without seeking consent from, or consulting with, the other party, so long as such disclosures are substantially similar to the information contained in previous press releases, public disclosures or public statements made jointly by Parent and the Company (or made individually by the Company or Parent, if previously consented to by the other party); *provided, further*, that each of Parent and the Company may make any public statement in response to specific questions by the press, analysts, investors or those attending industry conferences or financial analyst conference calls, so long as such statements are substantially similar to the information contained in previous press releases, public disclosures or public statements made jointly by Parent and the Company (or individually by a party, if previously consented to by the other party); *provided, further*, that the restrictions set forth in this Section 5.11 shall not apply to any release or public statement (x) made or proposed to be made by the Company in connection with an Acquisition Proposal, a Superior Proposal or a Company Adverse Recommendation Change or any action taken pursuant thereto or (y) in connection with any dispute between the parties regarding this Agreement or the transactions contemplated hereby.

Section 5.12 *NASDAQ Listing*. Parent shall promptly prepare and submit to NASDAQ a listing application covering the shares of Parent Common Stock to be issued in connection with the Merger (the "*Parent Shares"*), and shall cause the Parent Shares and such other shares to be approved for listing on such exchange, subject to official notice of issuance, prior to the Effective Time.

Section 5.13 *Section 16 Matters.* Prior to the Effective Time, the Company Board and the Parent Board shall take all such steps as may be necessary or appropriate to cause the transactions contemplated by this Agreement, including any dispositions of Shares (including derivative securities with respect to such Shares) or acquisitions of Parent Shares resulting from the transactions contemplated by this Agreement by each individual who is subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to the Company or will become subject to such reporting requirements with respect to Parent, to be exempt under Rule 16(b)(3) under the Exchange Act.

Section 5.14 *Further Assurances*. Each party hereby agrees to perform any further acts and to execute and deliver any documents or instruments that may be reasonably necessary to carry out the provisions of this Agreement.

Section 5.15 *Employee Matters.*

(a) For a period of one year following the Closing Date, Parent shall provide to each current (and, to the extent applicable, former) employee of the Company and its Subsidiaries ("*Company Employees*") (other than Company Employees whose terms and conditions of employment are governed by a collective bargaining or other labor contract, the terms and conditions of which Parent shall cause to be respected by the Company and its applicable Subsidiaries) (i) no less than the same level of annual base salary and wage rates (unless an affected Company Employee agrees to a change of position or to assume a new role for Parent), (ii) (x) for the performance year ending December 31, 2014, no less than the same level of annual cash bonus target opportunities, and (y) thereafter, annual cash bonus opportunities consistent with the plans and programs offered by Parent to similarly situated employees, and (iii) substantially the same level of benefits, measured in the aggregate, in each case as those in effect immediately prior to the Closing Date. Notwithstanding any other provision of this Agreement to the contrary, Parent shall or shall cause the Company to provide Company Employees whose employment terminates during the one-year period following the Closing Date with severance benefits at not less than the levels and pursuant to the terms of any written employment agreements or offer letters with the Company or its Subsidiaries; Company Employees without a written employment agreement or offer letter providing severance shall be subject to the respective severance plans, agreements and guidelines of the Parent.

(b) From and after the Closing Date, Parent shall, or shall cause an affiliate to, assume and honor in accordance with their terms all of the Company's retention, termination and change in control plans, policies, programs, agreements and arrangements (including any written change in control severance agreement, but excluding all other severance policies or plans other than those applicable in Section 5.15(a)) maintained by the Company or any of its Subsidiaries, in each case, as in effect on the Closing Date, including with respect to any payments, benefits or rights arising as a result of the transactions contemplated by this Agreement (either alone or in combination with any other event).

(c) For all purposes (including purposes of vesting, eligibility to participate and level of benefits) under the employee benefit plans sponsored by Parent or its Subsidiaries providing benefits to any Company Employees after the Closing Date (including vacation, paid time-off policies and severance plans), (i) each Company Employee shall be entitled to carryover any unused vacation days, (ii) to the extent a Company Employee terminates his or her employment for any reason at any time on or prior to the first anniversary of the Closing Date such Company Employee shall be paid a cash lump sum for all unused vacation days upon such employment termination to the same extent as would have applied to such a termination of the Company Employee under Company Plans in effect prior to the Closing Date (and to the extent not otherwise required by applicable law) and (iii) each Company Employee shall be credited with his or her years of service with the Company and its Subsidiaries and their respective predecessors before the Closing Date to the same extent as such Company Employee was entitled before the Closing Date to credit for such service under any similar Company employee benefit plan in which such Company Employee participated or was eligible to participate immediately prior to the Closing Date. In addition, and without limiting the generality of the foregoing, (x) to the extent that any Company Plan, or any Company Employee's participation or coverage thereunder, is terminated at any time on or after the Closing Date, each affected Company Employee shall be immediately eligible to participate, without any waiting time, in any and all Parent employee benefit plans providing, in the aggregate, substantially similar participation or coverage as was provided under such Company Plan in which such Company Employee participated immediately before the Closing Date (determined without regard for any amendment or termination of such Company Plan pursuant to this Agreement). Parent shall use its commercially reasonable efforts to continue all plans of the Company, until the end of the plan year in which the Effective Time occurs, providing for flexible spending contributions, deductibles, maximum out of pocket requirements and coinsurance requirements that are measured on a plan year basis.

(d) With respect to any Company Employees based outside of the United States, Parent's obligations under this Section 15.15 shall be modified to the minimum extent necessary to comply with applicable Laws of the foreign countries and political subdivisions thereof in which such Company Employees are based.

ARTICLE VI

CONDITIONS PRECEDENT

Section 6.1 *Conditions to Each Party's Obligation to Effect the Merger*. The obligation of each party to effect the Merger is subject to the satisfaction at or prior to the Effective Time of the following conditions:

(a) *Stockholder Approval*. The Company Stockholder Approval and, if required under applicable NASDAQ rule, the Parent Stockholder Approval shall have been obtained.

(b) *No Injunctions or Legal Restraints; Illegality*. No temporary restraining order, preliminary or permanent injunction or other judgment, order or decree ("*Order*") issued by any court of competent jurisdiction or other legal restraint or prohibition shall be in effect, and no Law shall have been enacted, entered, promulgated, enforced or deemed applicable by any Governmental Entity that, in any case, prohibits or makes illegal the consummation of the Merger.

(c) *Governmental Consents*. Any waiting period (and any extensions thereof) under the HSR Act applicable to the Merger shall have expired or been terminated, and all other filings, approvals, waivers or consents required under the anti-trust or similar laws of any foreign body shall have been or obtained and shall be in effect, and if applicable, the waiting period (and any extension thereof) shall have expired.

(d) *Registration Statement; NASDAQ Listing.* No stop order suspending the effectiveness of the Form S-4 or any part thereof shall have been issued, and no proceeding for such purpose, and no similar proceeding in respect of the Joint Proxy Statement, shall have been initiated or threatened in writing by the SEC, and all requests for additional information on the part of the SEC shall have been complied with to the reasonable satisfaction of the Company and Parent. The Parent Shares shall have been approved for listing on NASDAQ, subject to official notice of issuance.

Section 6.2 *Conditions to Obligations of Parent and Merger Sub*. The obligation of Parent and Merger Sub to effect the Merger is also subject to the satisfaction at or prior to the Effective Time of the following conditions:

(a) *Representations and Warranties*. (i) The representations and warranties of the Company contained in Sections 3.2 and 3.4 shall be true and correct in all material respects as of the Effective Time as if made at and as of such time (other than such representations and warranties that by their terms address matters only as of another specified time, which shall have been true only as of such time), (ii) the other representations and warranties of the Company contained in this Agreement or in any certificate delivered by the Company pursuant hereto (disregarding all materiality and Company Material Adverse Effect qualifications contained therein) shall be true and correct as of the Effective Time as if made at and as of such time (other than representations and warranties that by their terms address matters only as of another specified time, which shall be true only as of such time), with, solely in the case of this clause (ii), only such exceptions as have not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, and (iii) Parent shall have received a certificate signed by the chief executive officer and chief financial officer of the Company to the foregoing effect;

(b) *Performance of Obligations of the Company*. The Company shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing Date, and Parent shall have received a certificate signed by the chief executive officer and the chief financial officer of the Company to the foregoing effect;

(c) *No Litigation.* There shall not be any Action pending or commenced by any Governmental Authority that would or is reasonably likely to (i) restrain, enjoin, prevent, prohibit or make illegal the consummation of the Merger, (ii) restrain, enjoin, prevent, prohibit, make illegal, or impose material limitations on Parent's or any of its Affiliates' ownership or operation of all or any portion of the businesses and assets of the Company or its Subsidiaries, or, as a result of the Merger, of Parent or its Subsidiaries, or (iii) limit the ownership or operation of any business of Parent, the Company, the Surviving Corporation or any of their respective Affiliates, in each case if such limit would be material to the business and financial condition of Parent and its Subsidiaries taken as a whole or to the value of the Company and its Subsidiaries to Parent after consummation of the Merger.

(d) *No Company Material Adverse Effect*. Since the date of this Agreement, there shall not have occurred and be continuing any event, change, effect, occurrence or state of facts that, individually or in the aggregate, has or would reasonably be expected to have a Company Material Adverse Effect.

(e) *Tax Opinion.* Parent shall have received the opinion of Cohen & Grigsby, P.C., counsel to Parent, in form and substance reasonably satisfactory to Parent, dated the Closing Date, rendered on the basis of facts, representations and assumptions set forth in such opinion and in the Company Tax Certificate and Parent Tax Certificate, all of which are consistent with the state of facts existing as of the Effective Time, to the effect that (i) the Integrated Merger will qualify as a reorganization within the meaning of Section 368(a)(1)(A) of the Code and (ii) the Company and Parent will each be a "party to the reorganization" within the meaning of Section 368(b)(2) of the Code.

Section 6.3 *Conditions to Obligations of the Company*. The obligation of the Company to effect the Merger is also subject to the satisfaction at or prior to the Effective Time of the following conditions:

(a) *Representations and Warranties*. (i) The representations and warranties of Parent contained in Sections 4.2, 4.3 and 4.4 shall be true and correct in all respects as of the Effective Time as if made at and as of such time (other than such representations and warranties that by their terms address matters only as of another specified time, which shall have been true only as of such time), (ii) the other representations and warranties of Parent contained in this Agreement or in any certificate delivered by Parent pursuant hereto (disregarding all materiality and Parent Material Adverse Effect qualifications contained therein) shall be true and correct as of the Effective Time as if made at and as of such time (other than representations and warranties that by their terms address matters only as of another specified time, which shall be true only as of such time), with, solely in the case of this clause (ii), only such exceptions as have not had a Parent Material Adverse Effect, and (iii) the Company shall have received a certificate signed by the chief executive officer and chief financial officer of Parent to the foregoing effect;

(b) *Performance of Obligations of Parent, Merger Sub and Merger Sub 2*. Parent, Merger Sub, and Merger Sub 2 shall have performed in all material respects all obligations required to be performed by them under this Agreement at or prior to the Closing Date, and the Company shall have received a certificate signed by the chief executive officer and the chief financial officer of Parent to the foregoing effect;

(c) *No Parent Material Adverse Effect*. Since the date of this Agreement, there shall not have occurred and be continuing any event, change, effect, occurrence or state of facts that, individually or in the aggregate, constitutes a Parent Material Adverse Effect.

(d) *Tax Opinion.* The Company shall have received the opinion of Vedder Price, PC, counsel to the Company, in form and substance reasonably satisfactory to the Company, dated the Closing Date, rendered on the basis of facts, representations and assumptions set forth in such opinion and in the Company Tax Certificate and Parent Tax Certificate, all of which are consistent with the state of facts existing as of the Effective Time, to the effect that (i) the Integrated Merger will qualify as a reorganization within the meaning of Section 368(a)(1)(A) of the Code and (ii) the Company and Parent will each be a "party to the reorganization" within the meaning of Section 368(b)(2) of the Code.

Section 6.4 *Frustration of Closing Conditions.* None of the Company, Parent, Merger Sub or Merger Sub 2 may rely on the failure of any condition set forth in Section 6.1, Section 6.2 or Section 6.3, as the case may be, to be satisfied if such failure was caused by such party's failure to use its reasonable best efforts to consummate the Merger, as required by Section 5.6.

ARTICLE VII

TERMINATION

Section 7.1 *Termination.* This Agreement may be terminated prior to the Effective Time (whether before or after adoption of this Agreement by the Company's stockholders):

(a) by mutual written consent of Parent and the Company;

(b) by Parent or the Company if the Merger shall not have been consummated by September 30, 2014 (the "*End Date*"); *provided*, that the right to terminate this Agreement pursuant to this Section 7.1(b) shall not be available to a party whose failure to perform any material obligation required to be performed by such Party has been a cause of, or results in, the failure of the Merger to be consummated by the End Date and *provided further* that the End Date shall be automatically extended to October 31, 2014 in the event that the Merger shall not have been consummated by September 30, 2014 as a result of the failure to obtain required regulatory approval under the HSR Act;

(c) by Parent or the Company if (i) a court of competent jurisdiction or other Governmental Entity shall have issued a final and nonappealable order, injunction, judgment, decree, ruling, stipulation, assessment or award, or shall have taken any other action, having the effect of permanently restraining, enjoining, or otherwise prohibiting the Merger, or (ii) a Law shall be in effect that makes consummation of the Merger illegal or otherwise prohibits or prevents the consummation of the Merger;

(d) by Parent or the Company if (i) the Company Stockholders' Meeting (including any adjournments or postponements thereof) shall have been held and completed and (ii) the Company Stockholder Approval shall not have been obtained; *provided*, *however*, that the Company shall not be permitted to terminate this Agreement pursuant to this Section 7.1(d) if the Company has not made the payment(s) required to be made to Parent pursuant to Section 7.3(a)(ii) and, if applicable, pursuant to Section 7.3(b);

(e) by Parent if (i) the Company Board shall have failed to make the Company Board Recommendation, (ii) there shall have occurred any Adverse Recommendation Change, (iii) the Company Board (or any committee thereof, including the Special Committee) shall have approved, endorsed or recommended to Stockholders any Acquisition Proposal, (iv) the Company shall have failed to include the Company Board Recommendation in the Proxy Statement, or (v) the Company, or any of its Subsidiaries or any Representatives of the Company or any of its Subsidiaries shall have materially breached any of the provisions set forth in Section 5.2;

(f) by Parent (i) if any of the Company's representations and warranties shall have been inaccurate as of the date of this Agreement, such that the condition set forth in Section 6.2(a) would not be satisfied, or (ii) if (A) any of the Company's representations and warranties become inaccurate as of a date subsequent to the date of this Agreement (as if made on such subsequent date), such that the condition set forth in Section 6.2(a) would not be satisfied if the condition were then being tested, and (B) such inaccuracy, if capable of cure, has not been cured by the Company within 20 Business Days after its receipt of written notice thereof, or (iii) if any of the Company's covenants contained in this Agreement shall have been breached, such that the condition set forth in Section 6.2(b) would not be satisfied;

(g) by the Company (i) if any of Parent's representations and warranties shall have been inaccurate as of the date of this Agreement, such that the condition set forth in Section 6.3(a) would not be satisfied, or (ii) if (A) any of Parent's representations and warranties shall have become inaccurate as of a date subsequent to the date of this Agreement (as if made on such subsequent date), such that the condition set forth in Section 6.3(a) would not be satisfied if the condition were then being tested, and (B) such inaccuracy, if capable of cure, has not been cured by Parent within 20 Business Days after its receipt of written notice thereof, or (iii) if any of Parent's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 6.3(b) would not be satisfied;

(h) by (i) Parent if, since the date of this Agreement, there shall have been a Company Material Adverse Effect, or (ii) the Company if, since the date of this Agreement, there shall have been a Parent Material Adverse Effect;

(i) by the Company (at any time prior to the Company Stockholder Approval), if the Company Board or the Special Committee (to the extent permitted by law) shall have authorized the Company, subject to complying with the terms of Section 5.2(b), to enter into an Alternative Acquisition Agreement with respect to a Superior Proposal; *provided*, that such termination shall not occur until the Company shall have paid the Expense Reimbursement and Termination Fee required by Section 7.3 to Parent; or

(j) by the Company or Parent if at any necessary Parent Stockholders' Meeting, Parent Stockholder Approval shall not have been obtained with respect to the issuance of Parent Common Stock pursuant to this Agreement (provided that Parent shall not be entitled to terminate this Agreement pursuant to this Section 7.1(j) at any time during which the Company would be entitled to terminate this Agreement pursuant to Section 7.1(g)(but without regard to the 20 Business Day cure period)).

Any termination pursuant to this Section 7.1 (other than pursuant to Section 7.1(a)) shall be effected by written notice from the terminating party to the other parties.

Section 7.2 *Effect of Termination.* In the event of the termination of this Agreement as provided in Section 7.1, this Agreement shall be of no further force or effect; *provided*, *however*, that (a) this Section 7.2, Section 7.3, Section 7.4 and Article 8 shall survive the termination of this Agreement and shall remain in full force and effect, and (b) subject to Section 7.3(e) and Section 7.4(d) (including the limitations on liability contained therein), the termination of this Agreement shall not relieve any Party from any liability for fraud.

Section 7.3 *Parent Expenses; Termination Fees*.

(a) Except as set forth in this Section 7.3 or 7.4 below, all fees and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the Party incurring such expenses, whether or not the Merger is consummated; *provided*, *however*, that:

(i) Parent and the Company shall share equally the filing fees incurred in connection with the filing by the Parties hereto of the pre-merger notification and report forms relating to the Merger under the HSR Act; and

(ii) Company shall make a nonrefundable cash payment to Parent, in an amount equal to the aggregate amount of all fees and expenses (including all attorneys' fees, accountants' fees, financial advisory fees and filing fees) that have been paid or that may become payable by or on behalf of Parent in connection with the preparation and negotiation of this Agreement and otherwise in connection with the Merger, up to $2,000,000 (the "*Expense Reimbursement*") if this Agreement is terminated (A) by Parent or the Company pursuant to Section 7.1(b) and on or before the date of any such termination, an Acquisition Proposal shall have been publicly announced or disclosed or an Acquisition Proposal has otherwise been communicated to the Company Board, (B) by Parent or the Company pursuant to Section 7.1(d), (C) by Parent pursuant to either Section 7.1(e) or Section 7.1(f), or (D) by the Company pursuant to Section 7.1(i).

Any Expense Reimbursement required to be made (A) as the result of a termination of this Agreement by the Company pursuant to Section 7.1(b), Section 7.1(d) and Section 7.1(i) shall be paid by the Company prior to the time of such termination; and (B) as the result of termination of this Agreement by Parent pursuant to Section 7.1(b), Section 7.1(d), Section 7.1(e) or Section 7.1(f) shall be paid by the Company within two Business Days after such termination.

(b) The Company agrees to pay Parent (or its designees) the Termination Fee (as defined below) if this Agreement is terminated:

(i) (x) by Parent pursuant to Section 7.1(e) or (y) by the Company pursuant Section 7.1(i);

(ii) by Parent or the Company pursuant to Section 7.1(b) or by Parent pursuant to Section 7.1(f) and, in either case, (x) on or before the date of any such termination an Acquisition Proposal shall have been announced, disclosed, or otherwise communicated to the Company Board, and (y) the Company enters into a definitive agreement in respect of such Acquisition Proposal or consummates the transaction contemplated by such Acquisition Proposal within 12 months of such termination of the Agreement; or

(iii) by Parent or the Company pursuant to Section 7.1(d) and (x) on or before the date of the Company Stockholders' Meeting an Acquisition Proposal shall have been publicly announced, and (y) the Company consummates the transaction contemplated by such Acquisition Proposal within 12 months of such termination of the Agreement.

For purposes of this Agreement, *"Termination Fee"* shall mean an amount equal to $10,500,000.

(c) Notwithstanding the foregoing, in no event shall the Company be required to pay the Expense Reimbursement and the Termination Fee, respectively, on more than one occasion. Any Termination Fee required to be paid (i) pursuant to Section 7.3(b)(i)(x) shall be paid within two Business Days after termination by Parent, (ii) pursuant to Section 7.3(b)(i)(y) shall be paid immediately prior to such termination, and (iii) pursuant to Section 7.3(b)(ii) or (iii) shall be paid within two Business Days after the event giving rise to such payment.

(d) If the Company fails to pay when due any amount payable under this Section 7.3, then (i) the Company shall reimburse Parent for all costs and expenses (including fees of counsel) incurred in connection with the enforcement by Parent of its rights under this Section 7.3, and (ii) the Company shall pay to Parent interest on such overdue amount (for the period commencing as of the date such overdue amount was originally required to be paid and ending on the date such overdue amount is actually paid to Parent in full) at a rate per annum equal to 3% over the "prime rate" (as published in The Wall Street Journal) in effect on the date such overdue amount was originally required to be paid.

(e) The Parties acknowledge that the agreements contained in this Section 7.3 and Section 7.4 below are an integral part of the transactions contemplated by this Agreement and that, without these agreements, the Parties would not enter into this Agreement. Notwithstanding anything to the contrary in this Agreement, the Parties agree that the payment of the applicable Expense Reimbursement or Termination Fee shall be the sole and exclusive remedy available to Parent, Merger Sub and Merger Sub 2 with respect to this Agreement and the transactions contemplated hereby in the event any such payment is received by Parent, and, upon payment of the Termination Fee, the Company (and the Company's Affiliates and its and their respective directors, officers, employees, stockholders and Representatives) shall have no further liability to Parent, Merger Sub or Merger Sub 2 under this Agreement.

Section 7.4 *Company Expenses; Termination Fees*.

(a) Parent shall make a nonrefundable cash payment to Company, in an amount equal to the aggregate amount of all fees and expenses (including all attorneys' fees, accountants' fees, financial advisory fees and filing fees) that have been paid or that may become payable by or on behalf of the Company in connection with the preparation and negotiation of this Agreement and otherwise in connection with the Merger up to $5,000,000 (the "*Parent Expense Reimbursement*") if this Agreement is terminated by Parent or the Company pursuant to Section 7.1(j). Any Parent Expense Reimbursement required to be made shall be paid by Parent within two Business Days after such termination.

(b) Parent agrees to pay the Company (or its designees) the Parent Termination Fee (as defined below) if this Agreement is terminated by Parent or the Company pursuant to Section 7.1(j).

For purposes of this Agreement, *"Parent Termination Fee"* shall mean an amount equal to $3,000,000.

(c) Notwithstanding the foregoing, in no event shall Parent be required to pay the fees referred to in this Section 7.4 on more than one occasion. Any Parent Termination Fee shall be paid within two Business Days after the event giving rise to such payment.

(d) If Parent fails to pay when due any amount payable under this Section 7.4, then (i) Parent shall reimburse the Company for all costs and expenses (including fees of counsel) incurred in connection with the enforcement by the Company of its rights under this Section 7.4, and (ii) Parent shall pay to the Company interest on such overdue amount (for the period commencing as of the date such overdue amount was originally required to be paid and ending on the date such overdue amount is actually paid to the Company in full) at a rate per annum equal to 3% over the "prime rate" (as published in The Wall Street Journal) in effect on the date such overdue amount was originally required to be paid.

Notwithstanding anything to the contrary in this Agreement, the Parties agree that the payment of the applicable Parent Expense Reimbursement and/or Parent Termination Fee shall be the sole and exclusive remedy available to the Company with respect to a termination of this Agreement pursuant to 7.1(j), and, upon payment of the applicable Parent Expense Reimbursement or Parent Termination Fee, Parent and Parent's Affiliates and its and their respective directors, officers, employees, stockholders and Representatives) shall have no further liability to the Company under this Agreement.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.1 *Nonsurvival of Representations and Warranties*. None of the representations, warranties, covenants or agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time, other than those covenants or agreements of the parties which by their terms apply, or are to be performed in whole or in part, after the Effective Time.

Section 8.2 *Notices*. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or if by facsimile, upon written confirmation of receipt by facsimile, (b) on the first Business Day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier or (c) on the earlier of confirmed receipt or the fifth Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

(i) if to Parent, Merger Sub, Merger Sub 2 or the Surviving Corporation, to:

Matthews International Corporation
Corporate Office
Two NorthShore Center
Pittsburgh, PA 15212
Attn: General Counsel
Facsimile: (412) 442-8290

And

Attn: Chief Financial Officer

Facsimile: (412) 442-8290

with a copy (which shall not constitute notice) to:

Cohen & Grigsby, P.C.

625 Liberty Avenue, 5th Floor

Pittsburgh, PA 15222

Attention: Michael D. Winterhalter, Esq.

Facsimile: (412) 209-1899

(ii) if to the Company, to:

Schawk, Inc.
1695 South River Road
Des Plaines, IL 60018
Attention: Vice President, General Counsel
Facsimile: (847) 827-1264

with a copy (which shall not constitute notice) to:

Vedder Price P.C.

222 North LaSalle Street, Suite 2600

Chicago, IL 60601

Attention: John T. McEnroe

Facsimile: (312) 609-5005

Section 8.3 *Certain Definitions*. For purposes of this Agreement:

(a) "*Affiliate*" of any Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person;

(b) "*Base Merger Consideration*" means the sum of (a) the product of the Cash Merger Consideration multiplied by the Shares (other than Dissenting Shares and Shares described in Section 2.1(a)(ii) hereof) plus (b) the amount of cash to be paid in lieu of fractional shares pursuant to Section 2.3(e) hereof, plus (c) the cash payable in respect of Dissenting Shares, plus (d) the Total Stock Consideration. For purposes of this calculation, the cash payable in respect of each Dissenting Share shall be deemed to be $20.00.

(c) "*Business Day*" has the meaning given to such term in Rule 14d-l(g) under the Securities Exchange Act of 1934, as amended;

(d) "*control*" (including the terms "*controlled*," "*controlled by*" and "*under common control with*") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise;

(e) "*knowledge*" of any party means the actual knowledge of any executive officer of such party after reasonable inquiry under the circumstances of this Agreement;

(f) "*Liability*" means any liability, indebtedness, obligation or commitment of any kind (whether accrued, absolute, contingent, matured, unmatured or otherwise and whether or not required to be recorded or reflected on a balance sheet under GAAP);

(g) "*material''* or other similar qualifier regarding materiality, material respects or the like, when used in connection with any activity, compliance, item, matter or circumstance relating to a Person, means "material to the Person, its direct or indirect parent, and their Subsidiaries, taken as a whole."

(h) *"Parent Signing Price*" shall mean $39.84, which is the closing price of a share of Parent Common Stock quoted on the NASDAQ on the last trading day immediately prior to the date of this Agreement.

(i) "*Person*" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including any Governmental Entity;

(j) "*Stockholders*" means the stockholders of the Company;

(k) "*Subsidiary*" means, with respect to any Person, any other Person of which stock or other equity interests having ordinary voting power to elect more than 50% of the board of directors or other governing body are owned, directly or indirectly, by such first Person;

(l) "*Tax*" means (i) any and all federal, provincial, state, local, foreign and other taxes, including net income, gross income, gross receipts, capital gains, alternative, minimum, sales, consumption, use, social services, goods and services, value added, harmonized sales, ad valorem, transfer, franchise, profits, registration, license, lease, service, service use, withholding, payroll, wage, employment, unemployment, pension, health insurance, excise, severance, stamp, occupation, premium, property, windfall profits, environmental, customs, duties or other taxes, fees, assessments, social security contributions or charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts with respect thereto; (ii) any liability for payment of amounts described in clause (i) whether as a result of transferee liability, of being a member of any group of entities for any period or otherwise through operation of law; and (iii) any liability for the payment of amounts described in clauses (i) or (ii) as a result of any tax sharing, tax indemnity or tax allocation agreement or any other express or implied agreement to indemnify any other Person;

(m) "*Tax Return*" means any return (including any information return), report, statement, declaration, estimate, schedule, notice, notification, form, election, certificate or other document or information, and any amendment or supplement to any of the foregoing, in each case required or permitted to be filed, submitted, delivered or transmitted to a taxing authority of a Governmental Entity with respect to Taxes; and

(n) *"Total Stock Consideration"* means the product of the Parent Signing Price multiplied by the aggregate number of shares of Parent Common Stock to be issued pursuant to this Agreement.

(o) The defined terms set forth below are defined in the location specified in the following table:

INDEX OF DEFINED TERMS

Section 8.4 *Interpretation*. When a reference is made in this Agreement to a Section, Article, Schedule or Exhibit such reference shall be to a Section, Article, Schedule or Exhibit of this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement or in any Exhibit are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Any capitalized terms used in any Exhibit but not otherwise defined therein shall have the meaning set forth in this Agreement. All Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth herein. The word "including" and words of similar import when used in this Agreement will mean "including, without limitation," unless otherwise specified.

Section 8.5 *Entire Agreement*. This Agreement (including the Exhibit and Schedules hereto), the Company Disclosure Letter, the Support Agreements, and the Confidentiality Agreement constitute the entire agreement, and supersede all prior written agreements, arrangements, communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings among the parties with respect to the subject matter hereof and thereof.

Section 8.6 *No Third Party Beneficiaries*. Except as provided in Section 5.9, nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement, except for (i) the rights of the Company's stockholders, holders of Options and holders of RSUs to receive the Merger Consideration and consideration in respect of Options and RSUs, respectively, at the Effective Time, (ii) the right of the Company, on behalf of its stockholders, to pursue damages in the event of Parent's, Merger Sub's or Merger Sub 2's (A) breaches of their respective obligations under this Agreement, (B) fraud or willful misconduct or (C) willful or material breach of their respective representations or warranties set forth in this Agreement, in which event the damages recoverable by the Company for itself and on behalf of its stockholders (without duplication) shall be determined by reference to the total amount that would have been recoverable by the holders of the Company Common Stock if all such holders brought an action against Parent, Merger Sub and Merger Sub 2 and were recognized as intended third party beneficiaries hereunder, which right is hereby acknowledged and agreed by Parent, Merger Sub and Merger Sub 2.

Section 8.7 *Governing Law*. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal Laws of the State of Delaware, without regard to the Laws of any other jurisdiction that might be applied because of the conflicts of Laws principles of the State of Delaware.

Section 8.8 *Submission to Jurisdiction*. Each of the parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by any party or its Affiliates against any other party or its Affiliates shall be brought and determined in the Court of Chancery of the State of Delaware, *provided*, that if jurisdiction is not then available in the Court of Chancery of the State of Delaware, then any such legal action or proceeding may be brought in any federal court located in the State of Delaware or any other Delaware state court. Each of the parties hereby irrevocably submits to the jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the parties agrees not to commence any action, suit or proceeding relating thereto except in the courts described above in Delaware, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in Delaware as described herein. Each of the parties further agrees that notice as provided herein shall constitute sufficient service of process and the parties further waive any argument that such service is insufficient. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, (a) any claim that it is not personally subject to the jurisdiction of the courts in Delaware as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

Section 8.9 *Assignment; Successors*. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by any party without the prior written consent of the other parties, and any such assignment without such prior written consent shall be null and void. This Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

Section 8.10 *Enforcement*. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each of the parties shall be entitled to specific performance of the terms hereof, including an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Court of Chancery of the State of Delaware, *provided*, that if jurisdiction is not then available in the Court of Chancery of the State of Delaware, then in any federal court located in the State of Delaware or any other Delaware state court, this being in addition to any other remedy to which such party is entitled at law or in equity. Each of the parties hereby further waives (a) any defense in any action for specific performance that a remedy at law would be adequate and (b) any requirement under any law to post security as a prerequisite to obtaining equitable relief.

Section 8.11 *Currency*. All references to "dollars" or "$" in this Agreement refer to United States dollars, which is the currency used for all purposes in this Agreement.

Section 8.12 *Severability*. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

Section 8.13 *Waiver of Jury Trial*. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 8.14 *Counterparts*. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

Section 8.15 *Facsimile Signature*. This Agreement may be executed by facsimile/portable digital format signature and a facsimile/portable digital format signature shall constitute an original for all purposes.

Section 8.16 *No Presumption Against Drafting Party*. Each of Parent, Merger Sub, Merger Sub 2 and the Company acknowledges that each party to this Agreement has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived.

Section 8.17 *Amendment*. This Agreement may be amended at any time prior to the Effective Time by the Parties (by action taken or authorized by their respective boards of directors, in the case of the Company, Merger Sub and Merger Sub 2), whether before or after adoption of this Agreement by the stockholders of the Company or Merger Sub; *provided*, *however*, that after any such stockholder approval of this Agreement, no amendment shall be made to this Agreement that by law requires further approval or authorization by the stockholders of the Company or Merger Sub without such further approval or authorization. This Agreement may not be amended, except by an instrument in writing signed by or on behalf of each of the Parties.

Section 8.18 *Waiver*. Neither any failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable Law, (i) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (ii) no notice to or demand on one Party will be deemed to be a waiver of any obligation of that Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement. At any time prior to the Effective Time, Parent (with respect to the Company) and the Company (with respect to Parent, Merger Sub and Merger Sub 2), may, to the extent legally allowed, (i) extend the time for the performance of any of the obligations or other acts of such Party, (ii) waive any inaccuracies in the representations and warranties contained in this Agreement or any document delivered pursuant to this Agreement and (iii) waive compliance with any covenants, obligations, or conditions contained in this Agreement. Any agreement on the part of a Party to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such Party.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

MATTHEWS INTERNATIONAL CORPORATION

By: /s/ Joseph C. Bartolacci
Name: Joseph C. Bartolacci
Title: CEO

MOONLIGHT MERGER SUB CORP.

By: /s/ Joseph C. Bartolacci
Name: Joseph C. Bartolacci
Title: CEO

MOONLIGHT MERGER SUB LLC

By: /s/ Joseph C. Bartolacci
Name: Joseph C. Bartolacci
Title: CEO

SCHAWK, INC.

By: /s/ David Schawk
Name: David Schawk
Title: CEO

Exhibit 10.1

VOTING AND SUPPORT AGREEMENT

This Voting and Support Agreement (this "Agreement") is made and entered into as of March 16, 2014, by and among Matthews International Corporation, a Pennsylvania corporation ("Parent"), and the undersigned stockholder ("Stockholder") of Schawk, Inc., a Delaware corporation (the "Company").

RECITALS

A. Concurrently with the execution and delivery hereof, Parent, the Company, Moonlight Merger Sub Corp., a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), and Moonlight Merger Sub LLC, a Delaware limited liability company and a wholly owned subsidiary of Parent ("Merger Sub 2") are entering into an Agreement and Plan of Merger and Reorganization of even date herewith (as it may be amended or supplemented from time to time pursuant to the terms thereof, the "Merger Agreement"), which provides for the merger (the "Merger") of Merger Sub with and into the Company in accordance with its terms.

B. Stockholder is the beneficial owner (as defined in Rule 13d-3 under the Securities Exchange Act of 1934) of such number of shares of Class A Common Stock, par value $0.008 per share, of the Company ("Class A Common Stock") as is indicated on the signature page of this Agreement.

C. As a material inducement to the willingness of Parent, Merger Sub and Merger Sub 2 to enter into the Merger Agreement, Parent has required that Stockholder enter into this Agreement.

NOW, THEREFORE, intending to be legally bound, the parties hereby agree as follows:

1. Certain Definitions.

(a) Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Merger Agreement. For all purposes of and under this Agreement, the following terms shall have the following respective meanings:

"Acquisition Transaction" means a transaction or transactions directly or indirectly to consummate an Acquisition Proposal.

"Alternative Transaction Consideration" means, with respect to the Shares subject to an Acquisition Transaction, the per share consideration that the Stockholder received, directly or indirectly, as a result of the consummation of such Acquisition Transaction, valuing any noncash consideration (including any residual interest in the Company or any successor of the Company whether represented by Class A Common Stock or any other securities) at its fair market value as of the date of such consummation. The fair market value of any noncash consideration consisting of (A) securities listed on a national securities exchange shall be equal to the average of the closing price per share of such security as reported on such exchange for each of the five (5) trading days prior to the date of determination, provided that such securities are not subject by law or agreement to any transfer restrictions and such securities do not represent in the aggregate 10% or more of the outstanding securities of the same class of securities of which such securities are a part; and (B) consideration which is other than cash or securities of the type specified in subclause (A) above shall be the amount a reasonable, willing seller would pay a reasonable, willing buyer, taking into account the nature and terms of such property. In the event of a dispute as to the fair market value of such property, such disputed amounts shall be determined by a nationally recognized independent investment banking firm mutually agreed upon by Parent and the Stockholder, within ten (10) Business Days of the consummation of the Acquisition Transaction; provided, however, that if Parent and the Stockholder are unable to agree within two (2) Business Days after the date of such event as to the investment banking firm, then Parent, on the one hand, and the Stockholder, on the other hand, shall each select one firm, and those firms shall select a third investment banking firm, which third firm shall make a determination; provided further, that the fees and expenses of such investment banking firm(s) shall be borne by the Stockholder. The determination of the investment banking firm shall be binding upon the parties hereto.

"Constructive Sale" means with respect to any security, a short sale with respect to such security, entering into or acquiring a derivative contract with respect to such security, entering into or acquiring a futures or forward contract to deliver such security, or entering into any other hedging or other derivative transaction that has the effect of either directly or indirectly materially changing the economic benefits or risks of ownership of such security.

"Current Transaction Consideration" means, with respect to the Shares subject to an Acquisition Transaction, a per share amount equal to $20.

"Profit" means an amount equal to the excess, if any of (i) the Alternative Transaction Consideration over (ii) the Current Transaction Consideration.

"Shares" means (i) all shares of Class A Common Stock owned, beneficially or of record, by Stockholder as of the date hereof, and (ii) all additional shares of Class A Common Stock acquired by Stockholder, beneficially or of record, during the period commencing with the execution and delivery of this Agreement and expiring on the Expiration Date (as such term is defined in Section 9 below).

"Transfer" means, with respect to any security, the direct or indirect assignment, sale, transfer, tender, exchange, pledge, hypothecation, or the grant, creation, or suffrage of a lien, security interest, or encumbrance in or upon, or the gift, grant, or placement in trust, or the Constructive Sale or other disposition of such security (including transfers by testamentary or intestate succession, by domestic relations order or other court order, or otherwise by operation of law) or any right, title, or interest therein (including any right or power to vote to which the holder thereof may be entitled, whether such right or power is granted by proxy or otherwise), or the record or beneficial ownership thereof, the offer to make such a sale, transfer, Constructive Sale, or other disposition, and each agreement, arrangement, or understanding, whether or not in writing, to effect any of the foregoing.

2. Transfer and Voting Restrictions.

(a) At all times during the period commencing with the execution and delivery of this Agreement and expiring on the Expiration Date (as defined in Section 9 hereof), Stockholder shall not, except in connection with the Merger, Transfer or suffer a Transfer of any of the Shares, provided that the Stockholder may at any time Transfer Shares (A) (i) in the form of a gift to a charitable organization for philanthropic purposes, (ii) to any parent, spouse or descendant of Stockholder or, where Stockholder is the trustee of a trust, any parent, spouse or descendant of any grantor of the trust or any beneficiary of the trust, (iii) to any estate, trust, guardianship, custodianship or other fiduciary arrangement for the primary benefit of any one or more of the individuals named or described in (ii) above and charitable organizations, (iv) to any corporation, partnership, limited liability company or other business organization controlled by and substantially all of the interests in which are owned, directly or indirectly, by any one or more individuals or entities named or described in (ii) and (iii) above, and (v) as required under the terms of a governing trust instrument, including but not limited to, upon the death of Stockholder, the grantor of the trust, or another named individual, so long as, in each such case, the recipient of such Shares executes and delivers a joinder to this Agreement whereby such recipient becomes bound by the terms of this Agreement or (B) to the Company in such amounts as are necessary or for the withholding of Taxes with respect to the exercise of any Company Stock Options or settlement or vesting of any other equity-based awards that have been granted under Company Stock Plans.

(b) Except as otherwise permitted by this Agreement or by order of a court of competent jurisdiction, Stockholder will not commit any act that could restrict or affect Stockholder's legal power, authority, and right to vote all of the Shares then owned of record or beneficially by Stockholder or otherwise prevent or disable Stockholder from performing any of his obligations under this Agreement. Without limiting the generality of the foregoing, except for this Agreement and as otherwise permitted by this Agreement, Stockholder shall not, prior to the Expiration Date, enter into any voting agreement with any person or entity with respect to any of the Shares, grant any person or entity any proxy (revocable or irrevocable) or power of attorney with respect to any of the Shares, deposit any of the Shares in a voting trust, or otherwise enter into any agreement or arrangement with any person or entity limiting or affecting Stockholder's legal power, authority, or right to vote the Shares in favor of the approval of the Proposed Transaction.

3. Agreement to Vote Shares.

(a) Prior to the Expiration Date, at every meeting of the stockholders of the Company called, and at every adjournment or postponement thereof, and on every action or approval by written consent of the stockholders of the Company, Stockholder (in Stockholder's capacity as such) shall appear at the meeting or otherwise cause the Shares to be present thereat for purposes of establishing a quorum and, to the extent not voted by the persons appointed as proxies pursuant to this Agreement, vote the Shares (i) in favor of the adoption of the Merger Agreement and the approval of the other transactions contemplated thereby (collectively, the "Proposed Transaction"), (ii) against the approval or adoption of any proposal made in opposition to, or in competition with, the Proposed Transaction, and (iii) against any other proposal or action that could reasonably be expected to impede, interfere with, delay, postpone, discourage, or adversely affect the consummation of the Proposed Transaction. Anything herein to the contrary notwithstanding, this Section 3(a) shall not require any Stockholder to be present (in person or by proxy) or vote (or cause to be voted) any of his, her of its Shares to amend the Merger Agreement or take any action that results or could result in the amendment or modification, or a waiver of a provision therein, in any such case, in a manner that (i) decreases the absolute amount or otherwise changes the form of the Stock Merger Consideration or (ii) imposes any material restrictions on or additional conditions on the payment of the Stock Merger Consideration to stockholders.

(b) If Stockholder is the beneficial owner, but not the record holder, of the Shares, Stockholder agrees to take all actions necessary to cause the record holder and any nominees to vote all of the Shares in accordance with Section 3(a).

4. Grant of Irrevocable Proxy.

(a) For the period commencing with the execution and delivery of this Agreement and expiring on the Expiration Date (the "Proxy Term"), Stockholder hereby irrevocably appoints Parent and each of its executive officers or other designees (the "Proxyholders") as Stockholder's proxy and attorney-in-fact (with full power of substitution and resubstitution), and grants to the Proxyholders full authority, for and in the name, place, and stead of Stockholder, to vote the Shares, to instruct nominees or record holders of the Shares to vote the Shares or grant a consent or approval in respect of such Shares in accordance with Section 3 hereof and, in the discretion of the Proxyholders, with respect to any proposed adjournments or postponements of any meeting of stockholders at which any of the matters described in Section 3 hereof are to be considered.

(b) Stockholder hereby revokes any proxies heretofore given by Stockholder in respect of the Shares.

(c) Stockholder hereby affirms that the irrevocable proxy set forth in this Section 4 is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of Stockholder under this Agreement. Stockholder hereby further affirms that the irrevocable proxy is coupled with an interest, is intended to be irrevocable in accordance with the provisions of Section 212 of the Delaware General Corporation Law during the Proxy Term. The irrevocable proxy granted by Stockholder herein is a durable power of attorney and shall survive the dissolution, bankruptcy, or incapacity of Stockholder.

(d) Parent may terminate this proxy at any time by written notice to Stockholder.

5. No Solicitation. Stockholder shall not take any action that would be prohibited by Section 5.2 of the Merger Agreement if Stockholder were a Representative of the Company other than at a time that the Company has informed Stockholder that the Company or its Representatives are permitted to take such actions under Section 5.2 of the Merger Agreement.

6. Action in Stockholder Capacity Only; Acknowledgement and Waiver Regarding Indemnification.

(a) Stockholder is entering into this Agreement solely in Stockholder's capacity as a record holder and beneficial owner, as applicable, of Shares and not in Stockholder's capacity as a director or officer of the Company. Nothing in this Agreement (i) will limit or affect any actions or omissions taken by a Stockholder in such Stockholder's capacity as a director or executive officer of the Company, including in exercising rights under the Merger Agreement, and no such actions or omissions shall be deemed a breach of this Agreement or (b) will be construed to prohibit, limit or restrict a Stockholder from exercising such Stockholders' fiduciary duties as a director or executive officer to the Company or its stockholders.

(b) Each Stockholder, on his or its own behalf and on behalf of any Person claiming through or on behalf of such Stockholder (collectively, the "Releasors"), shall, and hereby does, forever, irrevocably, unconditionally and completely waive, acquit, release and discharge, to the fullest extent permitted by applicable Laws (the "Unconditional Release"), Company, Parent and their respective Affiliates, predecessors, successors and past, present and future assigns, Affiliates, agents, representatives, members, partners, directors, employees, stockholders and insurers (collectively, the "Released Parties"), of and from any and all obligations to indemnify or hold harmless any of the Releasors against any costs or expenses (including attorneys' fees), judgments, fines, losses, claims, damages or liabilities incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, in connection with the transactions contemplated by the Merger Agreement or any Support Agreement to the extent arising out of or pertaining to the fact that the Releasor is or was a stockholder of the Company and not arising out of or pertaining to the fact that such Stockholder is or was a director or an officer of the Company or any of its subsidiaries pursuant to (A) Company's or its Affiliates' certificates of incorporation, by-laws or other organizational or governing documents; (B) any indemnification agreement between Company or its Affiliates, on the one hand, and any Releasor, on the other hand; (C) any stockholder, voting, or similar agreement between Company or its Affiliates, on the one hand, and any Releasor, on the other hand; (D) any other agreements or arrangements between Company or its Affiliates, on the one hand, and any Releasor, on the other hand; (E) Section 5.9 of the Merger Agreement; or (F) applicable Laws (collectively, "Released Claims"). Notwithstanding anything herein to the contrary, this Unconditional Release shall not apply to, and the Stockholders do not waive, release or discharge any Releasor's rights and benefits, if any, (i) to be paid by the Company the expenses incurred in defending any proceeding in advance of its final disposition unless and until and to the extent it is finally judicially determined that such expenses were incurred in connection with any Released Claim, and (ii) under any existing insurance policy or under the tail insurance policy or policies purchased for the benefit of the directors and officers of the Company or any of its Subsidiaries as contemplated by Section 5.9 of the Merger Agreement. In any action, investigation or similar proceeding where a Stockholder is a defendant or a subject in both capacities as a Stockholder and as an officer, director or employee of the Company, such Stockholder shall be entitled to indemnification and expense advancement as if such Stockholder were solely acting in his capacity as an officer or director until such time as it is determined by a final nonappealable order, judgment or settlement by an order or under the auspices of a court of competent jurisdiction, that such Stockholder's liability (or portion thereof) arose solely out of his, her or its breach of duty as a Stockholder (and, in such event, Stockholder's rights to indemnification and expense advance shall be limited only to the extent of such Stockholder's liability for any breach by such Stockholder as a Stockholder). Each Stockholder hereby irrevocably covenants and agrees to refrain from, directly or indirectly, asserting any Released Claim, or commencing, instituting or causing to be commenced, any proceeding of any kind against any of the Released Parties, based upon, regarding or related to any Released Claim, and such Stockholder further covenants and agrees that this Unconditional Release is a bar to any such Released Claim. Each Stockholder agrees not to seek contribution from any Released Parties in respect of any payments required to be made by such Stockholder that is a Released Claim. This Unconditional Release shall terminate and become null and void and of no effect ab initio immediately upon the date and time of any termination of the Merger Agreement.

7. Alternative Transaction Payment.

(a) In the event that at any time from the date hereof through the date that is 18 months following the date of valid termination of the Merger Agreement, upon or following any of the Company, the Stockholder, or any of their respective Affiliates entering into an Acquisition Transaction, then the Stockholder shall be obligated to tender and pay to Parent, within two Business Days after the closing of such Acquisition Transaction, at the election of Parent, an amount in cash equal to the Profit, if any, received, directly or indirectly, by the Stockholder with respect to the Shares; provided, however, that in no event shall the total payments to Parent pursuant to this Section 7(a) and Section 7(a) of the identical agreements entered into between Parent and other stockholders of the Company exceed $3,000,000.

(b) In the event that the Company shall declare and pay a stock or extraordinary dividend or other distribution, or effect a stock split, reverse stock split, reclassification, reorganization, recapitalization, combination or other like change with respect to the shares of Class A Common Stock, the calculations set forth in this Article 7 and the definitions referenced herein shall be adjusted to reflect fully such dividend, distribution, stock split, reverse stock split, reclassification, reorganization, recapitalization or combination (including any residual interest in the Company or any successor, whether represented by the shares of common stock of the Company or other securities of the Company or any successor to the extent that the Company has engaged in a spin-off, recapitalization or similar transaction) and shall be considered in determining the Profit as provided in this Article 7.

8. Representations and Warranties of Stockholder. Stockholder hereby represents and warrants to Parent as follows:

(a) (i) Stockholder is the beneficial or record owner of the shares of capital stock of the Company indicated on the signature page of this Agreement free and clear of any and all pledges, liens, security interests, mortgage, claims, charges, restrictions, options, title defects, or encumbrances; and (ii) Stockholder does not beneficially own any securities of the Company other than the shares of Class A Common Stock set forth on the signature page of this Agreement.

(b) As of the date hereof and for so long as this Agreement remains in effect (including as of the date of the Company Stockholders' Meeting, which, for purposes of this Agreement, includes any adjournment or postponement thereof), except as otherwise provided in this Agreement, except for such transfer restrictions of general applicability as may be provided under the Securities Act of 1933, as amended, or the "blue sky" Laws of the various states of the United States, and any restrictions contained in the organizational documents of the Company, Stockholder has full power and authority to (i) make, enter into, and carry out the terms of this Agreement and to grant the irrevocable proxy as set forth in Section 4; and (ii) vote all of the Shares in the manner set forth in this Agreement without the consent or approval of, or any other action on the part of, any other person or entity (including any Governmental Entity). Without limiting the generality of the foregoing, Stockholder has not entered into any voting agreement (other than this Agreement) with any Person with respect to any of the Shares, granted any Person any proxy (revocable or irrevocable) or power of attorney with respect to any of the Shares, deposited any of the Shares in a voting trust, or entered into any arrangement or agreement with any Person limiting or affecting Stockholder's legal power, authority, or right to vote the Shares on any matter.

(c) This Agreement has been duly and validly executed and delivered by Stockholder and constitutes a valid and binding agreement of Stockholder enforceable against Stockholder in accordance with its terms, except that (i) such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereafter in effect, relating to creditors' rights generally and (ii) equitable remedies of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought. The execution and delivery of this Agreement and the performance by Stockholder of the agreements and obligations hereunder will not result in any breach or violation of or be in conflict with or constitute a default under any term of any Contract to or by which Stockholder is a party or bound, or any Order or Law to which Stockholder (or any of Stockholder's assets) is subject or bound, except for any such breach, violation, conflict, or default which, individually or in the aggregate, would not impair or adversely affect Stockholder's ability to perform Stockholder's obligations under this Agreement or render inaccurate any of the representations made herein.

(d) Except as otherwise disclosed to Parent in the Merger Agreement, no investment banker, broker, finder, or other intermediary is entitled to a fee or commission from Parent, Merger Sub, or the Company in respect of this Agreement or the Merger Agreement based upon any arrangement or agreement made by or on behalf of Stockholder.

(e) Stockholder understands and acknowledges that Parent, Merger Sub and Merger Sub 2 are entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement and the representations and warranties of Stockholder contained herein.

9. Termination. This Agreement shall terminate and be of no further force or effect whatsoever as of the earlier of (a) the mutual written agreement of the parties hereto to terminate this Agreement, (b) such date and time as the Merger Agreement shall have been validly terminated pursuant to the terms of Section 7 thereof, (c) the Effective Time, and (d) an amendment of the Merger Agreement that (A) decreases the absolute amount or changes the form of the Stock Merger Consideration or (B) imposes any material restrictions on or additional conditions on the payment of the Stock Merger Consideration to Stockholder; *provided, however,* that (i) this Section 9 and Section 10 shall survive the termination of this Agreement, and (ii) the termination of this Agreement shall not relieve Stockholder from any liability for any inaccuracy in or breach of any representation, warranty, or covenant contained in this Agreement.

10. Miscellaneous Provisions.

(a) Amendments. No amendment of this Agreement shall be effective against any party unless it shall be in writing and signed by Parent and Stockholder.

(b) Waivers. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, or any failure or delay on the part of any party in the exercise of any right hereunder, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, or covenants contained in this Agreement. The waiver by any party of a breach of any provision hereunder shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder. Any waiver by a party of any provision of this Agreement shall be valid only if set forth in a written instrument signed on behalf of such party.

(c) Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all other prior agreements, arrangements, and understandings, both written and oral, between the parties with respect to the subject matter hereof.

(d) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of any laws or legal principles that might otherwise govern under applicable principles of conflicts of law thereof.

(e) Consent to Exclusive Jurisdiction; Venue; Service of Process. In any action or proceeding between any of the parties arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement, each of the parties: (i) irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the Court of Chancery of the State of Delaware or to the extent such court does not have subject matter jurisdiction, the Superior Court of the State of Delaware or the United States District Court for the District of Delaware, (ii) agrees that all claims in respect of such action or proceeding shall be heard and determined exclusively in accordance with clause (i) of this Section 10(e), (iii) waives any objection to laying venue in any such action or proceeding in such courts, (iv) waives any objection that such courts are an inconvenient forum or do not have jurisdiction over any party, and (v) agrees that service of process upon such party in any such action or proceeding shall be effective if notice is given in accordance with Section 10(n) of this Agreement.

(f) WAIVER OF JURY TRIAL. EACH OF THE PARTIES IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

(g) Attorneys' Fees. In any action at law or suit in equity with respect to this Agreement or the rights of any of the parties, the prevailing party in such action or suit shall be entitled to receive its reasonable attorneys' fees and all other reasonable costs and expenses incurred in such action or suit.

(h) Assignment and Successors. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, including Stockholder's estate and heirs upon the death of Stockholder, provided that except as otherwise specifically provided herein, neither this Agreement nor any of the rights, interests, or obligations of the parties may be assigned or delegated by any of the parties without prior written consent of the other parties except that Parent, without obtaining the consent of any other party, shall be entitled to assign this Agreement or all or any of its rights hereunder. No assignment by Parent under this Section 10(h) shall relieve Parent of its obligations under this Agreement. Any assignment in violation of the foregoing shall be void and of no effect.

(i) No Third-Party Rights. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person (other than the parties) any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(j) Further Assurances. Stockholder agrees to cooperate fully with Parent and to execute and deliver such further documents, certificates, agreements, and instruments and to take such other actions as may be reasonably requested by Parent to evidence or reflect the transactions contemplated by this Agreement and to carry out the intent and purpose of this Agreement. Stockholder hereby agrees that Parent may publish and disclose in the Form S-4 (including all documents and schedules filed with the SEC) such Stockholder's identity and ownership of Shares and the nature of such Stockholder's commitments, arrangements, and understandings under this Agreement and may further file this Agreement as an Exhibit to the Form S-4 or in any other filing made by Parent with the SEC relating to the Proposed Transaction. Stockholder agrees to notify Parent promptly of any additional Class A Common Stock of which Stockholder becomes the record or beneficial owner after the date of this Agreement.

(k) Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(l) Time of Essence. Time is of the essence with regard to all dates and time periods set forth or referred to in this Agreement.

(m) Specific Performance; Injunctive Relief. The parties acknowledge that Parent shall be irreparably harmed by, and that there shall be no adequate remedy at law for, a violation of any of the covenants or agreements of Stockholder set forth in this Agreement. Therefore, Stockholder hereby agrees that, in addition to any other remedies that may be available to Parent upon any such violation, Parent shall have the right to enforce such covenants and agreements by specific performance, injunctive relief, or by any other means available to Parent at law or in equity without posting any bond or other undertaking. Stockholder agrees that Stockholder will not oppose the granting of any injunction, specific performance, or other equitable relief on the basis that Parent has an adequate remedy of law or an injunction, award of specific performance, or other equitable relief is not an appropriate remedy for any reason at law in equity.

(n) Notices. All notices, consents, requests, claims, and demands under this Agreement shall be in writing and shall be deemed given if (i) delivered to the appropriate address by hand or overnight courier (providing proof of delivery), or (ii) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment confirmed with a copy delivered as provided in clause (i), in each case to the parties at the following address, facsimile, or e-mail address (or at such other address, facsimile, or e-mail address for a party as shall be specified by like notice): (i) if to Parent, to the address, e-mail address, or facsimile provided in the Merger Agreement, including to the persons designated therein to receive copies; and (ii) if to Stockholder, to Stockholder's address, e-mail address, or facsimile shown below Stockholder's signature on the last page hereof.

(o) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties.

(p) Headings. The headings contained in this Agreement are for the convenience of reference only, shall not be deemed to be a part of this Agreement, and shall not be referred to in connection with the construction or interpretation of this Agreement.

(q) Construction. In this Agreement, unless a clear contrary intention appears, (i) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section or other provision; (ii) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; (iii) "or" is used in the inclusive sense of "and/or"; and (iv) with respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding."

(r) Legal Representation. This Agreement was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation thereof.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first above written.

PARENT:

MATTHEWS INTERNATIONAL CORPORATION

By: /s/ Joseph C. Bartolacci
Name: Joseph C. Bartolacci
Title: President and Chief Executive Officer

STOCKHOLDER:

By: /s/ Clarence W. Schawk
Clarence W. Schawk as trustee of the
Clarence W. Schawk 1998 Trust:
Address:

Telephone: (___) _____-_____
Facsimile: (___) _____-_____
E-mail Address:_____
with copy to:
Vedder Price P.C.
222 North LaSalle Street, Suite 2600
Chicago, IL 60601
Attention: John T. McEnroe
Telephone: (312) 609-7885
Facsimile: (312) 609-5005
E-mail Address: jmcenroe@vedderprice.com
Shares Beneficially Owned by Stockholder:
762,230 shares of Class A Common Stock

SCHEDULE

The following stockholders of Schawk, Inc. have also executed voting and support agreements with Matthews International Corporation. Each such agreement is in all respects identical with the voting and support agreement filed herewith except that the signature page thereto contains the number of shares of Class A Common Stock of Schawk, Inc. beneficially owned by the stockholder as set forth in the table below:

Stockholder	Shares Beneficially Owned
Clarence W. Schawk, as co-trustee of the Clarence W. and Marilyn G. Schawk Family Foundation	299,420
Marilyn G. Schawk, as co-trustee of the Clarence W. and Marilyn G. Schawk Family Foundation	
Marilyn G. Schawk, as trustee of the Marilyn G. Schawk 1998 Trust	1,536,501
Marilyn G. Schawk, as trustee of the Clarence W. Schawk 2013 GRAT	1,300,000
Marilyn G. Schawk, as trustee of the David A. Schawk Trust u/a Schawk Descendants Trust	870,885
Marilyn G. Schawk, as trustee of the Judith Lynn Schawk Gallo Trust u/a Schawk Descendants Trust	870,885
Marilyn G. Schawk, as trustee of the Cathy Ann Schawk Trust u/a Schawk Descendants Trust	870,885
Marilyn G. Schawk, as trustee of the Lisa B. Sterns Trust u/a Schawk Descendants Trust	870,885
David A. Schawk	92,947
David A. Schawk, as trustee of the David A. Schawk 1998 Trust	738,695
David A. Schawk, as trustee of the David and Teryl Schawk Family Foundation	88,800
Teryl A. Schawk, as trustee of the Teryl Alyson Schawk 1998 Trust	190,935
Teryl A. Schawk, as trustee of the Kara Elizabeth Schawk Trust u/a David A. Schawk 2008 Family Trust	83,433
Teryl A. Schawk, as trustee of the Colleen Teryl Schawk Trust u/a David A. Schawk 2008 Family Trust	83,432
Teryl A. Schawk, as trustee of the Kelly Schawk Douglass Trust u/a David A. Schawk 2008 Family Trust	83,432
Kelly Schawk Douglass, as trustee of the O'Dempsey 2013 Gift Trust	959
Kelly Schawk Douglass, as trustee of the Kelly Schawk Douglass 2004 Trust	5,515
Kelly Schawk Douglass, as trustee of the Kelly Lynn Schawk Trust u/a David A. Schawk 1988 Family Trust	403,676
Kelly Schawk Douglass, as trustee of the Colleen Teryl Schawk Trust u/a David A. Schawk 1988 Family Trust	419,907
Kelly Schawk Douglass, as trustee of the Trevor Barlo Trust u/a Addison Teryl Barlo 2011 Trust	4,165
Kelly Schawk Douglass, as trustee of the Addison Teryl Barlo Trust u/a Addison Teryl Barlo 2011 Trust	4,165
Paul Douglass, as trustee of the Ava Lynn Douglass Gift Trust	11,072
Paul Douglass, as trustee of the Tyler David Douglass Gift Trust	6,592
Kara Schawk O'Dempsey	28,073
Kara Schawk O'Dempsey, as trustee of the Kelly Schawk Douglass 2011 Gift Trust and the Ava Lynn Douglass Trust and the Tyler David Douglass Trust created thereunder	17,414
Lisa B. Stearns, as co-trustee of the Stearns 2006 Revocable Trust	879,663
Scott Stearns, as co-trustee of the Stearns 2006 Revocable Trust	
Lisa B. Stearns, as trustee of the Kara Elizabeth Schawk Trust u/a David A. Schawk 1988 Family Trust	419,858
Scott Stearns, as trustee of the Exempt Family Trust u/a Lisa B. Stearns 2012 Descendants Trust	306,442
A. Alex Sarkisian, as trustee of the Mallory A. Stearns Trust u/a Lisa Beth Schawk Stearns 1991 Family Trust	348,817
A. Alex Sarkisian, as custodian for Mallory A. Stearns under the Illinois Uniform Transfers to Minors Act	68,693
A. Alex Sarkisian, as trustee of the William D. Stearns Trust u/a Lisa Beth Schawk Stearns 1991 Family Trust	407,392
A. Alex Sarkisian, as trustee of the Sarah 2006 Trust	160,618
A. Alex Sarkisian, as custodian for Sarah Stearns under the Illinois Uniform Transfers to Minors Act	50,599
A. Alex Sarkisian, as trustee of the Jessica Lynn Gallo Trust u/a Judith Lynn Gallo 1991 Family Trust	678,732
Jessica Gallo	106,083
Judith Lynn Schawk Gallo, as trustee of the Judy Schawk Gallo 2014 GRAT	1,210,315
Cathy Ann Schawk, as trustee of the Cathy Ann Schawk 2005 Trust	1,801,210
William D. Stearns	68,693
Colleen Teryl Barlo	20,702

Exhibit 10.2

SHAREHOLDERS' AGREEMENT

THIS SHAREHOLDERS' AGREEMENT , dated as of March 16, 2014 (this "**Agreement**"), among Matthews International Corporation, a Pennsylvania corporation (the "**Company**"), each of the shareholders of the Company whose name appears on the signature pages hereto and any person who becomes a party pursuant to Section 2.1(b)(i) hereof (each, a "**Shareholder**" and, collectively, the "**Shareholders**"), and David S. Schawk, in his capacity as the Family Representative (as defined herein).

RECITALS

A. Concurrently with the execution and delivery hereof, the Company, Schawk, Inc., a Delaware corporation ("Schawk"), Moonlight Merger Sub Corp., a Delaware corporation ("**Merger Sub**"), and Moonlight Merger Sub LLC, a Delaware limited liability company ("**Merger Sub 2**"), are entering into an Agreement and Plan of Merger and Reorganization (as it may be amended from time to time, the "**Merger Agreement**") pursuant to which, among other things, Merger Sub will be merged with and into Schawk, followed by a merger of Schawk with and into Merger Sub 2 (the "**Merger**"), with Merger Sub 2 continuing as the surviving company and a wholly owned subsidiary of the Company.

B. Pursuant to and subject to the terms and conditions of the Merger Agreement, each share of outstanding Class A common stock of Schawk, par value $0.008 per share (the "**Schawk Common Stock**") shall be converted in the Merger into (i) shares of Class A common stock, par value $1.00 per share, of the Company (the "**Company Common Stock**") and (ii) cash.

C. Pursuant to and subject to the terms and conditions of the Merger Agreement, in connection with the Merger, the Family Shareholders (as defined below) are expected to receive shares of Company Common Stock (the shares of Company Common Stock received by the Family Shareholders in the Merger, the "**Shares**") representing, in the aggregate, approximately 10.1% of the Company's outstanding shares, after giving effect to the issuance of such Shares.

D. As a material inducement to the willingness of the Company, Merger Sub and Merger Sub 2 to enter into the Merger Agreement, the Company has required that the Family Shareholders enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

ARTICLE I

BOARD DESIGNATION RIGHT

1.1 Composition of the Board of Directors at the Closing. On or prior to the date of the Closing, (i) the Company's board of directors (the "**Board**") shall take all action necessary and appropriate to cause the number of directors constituting the class whose three year term expires in 2017 (the "**2017 Class**") on the Board to be increased by one and (ii) the Board shall appoint effective as of the Closing David A. Schawk as the initial Family Designee to the Board as a 2017 Class Director.

1.2 Continuing Composition of the Board of Directors.

(a) Following the Closing, subject to the other provisions of this Section 1.2 and Section 1.3, at each annual or special meeting of the shareholders of the Company at which the 2017 Class Directors are to be elected to the Board (or, if the Board ceases to be classified, at any meeting of shareholders of the Company at which directors are to be elected), the Company will nominate and use its reasonable best efforts (which shall, subject to Applicable Law, include the inclusion in any proxy statement prepared, used, delivered or publicly filed by the Company to solicit the vote of its shareholders in connection with any such meeting the recommendation of the Board that shareholders of the Company vote in favor of the slate of directors, including the Family Designee) to cause the shareholders of the Company to elect to the Board the Family Designee.

(b) Upon reasonable prior written notice by the Company, the Family Representative shall notify the Company of the identity of the proposed Family Designee in writing together with all information about the proposed Family Designee as may be reasonably requested by the Board or the Nominating and Corporate Governance Committee (including, at a minimum, any information regarding the proposed Family Designee to the extent required by the Company's articles of incorporation or applicable securities laws for any other person nominated for election to the Board).

(c) Subject to Section 1.2(b) and Section 1.3, so long as no Family Designation Right Termination Event has occurred, in the event of the death, disability, removal or resignation of the Family Director, the Board will promptly appoint as a replacement Family Director the person designated by the Family Representative to fill the resulting vacancy, and such individual shall then be deemed a Family Director for all purposes hereunder; provided, that, for the avoidance of doubt and notwithstanding anything to the contrary contained herein, neither the Company nor the Board shall be under any obligation to appoint any Family Director to the Board in the event of the failure of a Family Designee to be elected to the Board at any annual or special meeting of the shareholders of the Company at which such Family Designee stood for election but was nevertheless not elected. So long as no Family Designation Right Termination Event has occurred, the Board will not remove the Family Director without the prior written consent of the Family Representative, unless the Family Director is no longer eligible for designation as a member of the Board pursuant to Section 1.3.

1.3 Objection to Family Designee. Notwithstanding the provisions of this Article I, the Shareholders (acting through the Family Representative) will not be entitled to designate any Family Designee (or, for the avoidance of doubt, any Family Director) to the Board in the event that the Board reasonably determines that (i) upon advice of outside counsel, the election of such Family Designee to the Board would cause the Company to not be in compliance with Applicable Law or the Rules of the NASDAQ Stock Market, (ii) such Family Designee has been involved in any of the events enumerated in Item 2(d) or (e) of Schedule 13D under the Exchange Act or Item 401(f) of Regulation S-K or is subject to any order, decree or judgment of any Governmental Authority prohibiting service as a director of any public company or (iii) such Family Designee is not reasonably acceptable (as specified in writing) to the Board. In any such case described in clauses (i), (ii) or (iii) of the immediately preceding sentence, the Shareholders will withdraw the designation of such proposed Family Designee and, so long as no Family Designation Right Termination Event has occurred, be permitted to designate a replacement therefor (which replacement Family Designee will also be subject to the requirements of this Section 1.3).

1.4 Voting Agreement. Until the expiration of the Extended Restriction Period (as defined in Section 2.1(c)), each Shareholder agrees to cause each Voting Security Beneficially Owned by it to be voted (in person or by proxy or through the execution of one or more written consents if shareholders of the Company are requested to vote by written consent in lieu of a meeting): (x) in favor of all those persons nominated to serve as directors of the Company by the Board or the Nominating and Corporate Governance Committee and (y) with respect to any other action, proposal or other matter to be voted upon by the shareholders of the Company, in accordance with the recommendation of the Board.

1.5 Termination of Rights. Immediately upon the occurrence of any Family Designation Right Termination Event, all obligations of the Company with respect to any Family Director or Family Designee pursuant to this Article I shall forever terminate and, unless otherwise requested by the Board (acting by a majority of the members of the Board excluding the Family Director), the Shareholders shall cause the Family Director to immediately resign from the Board.

ARTICLE II

TRANSFER RESTRICTIONS

2.1 Transfer Restrictions.

(a) Other than solely in the case of a Permitted Transfer, no Shareholder shall Transfer any Voting Securities during the period beginning on the Closing Date and ending 180 days after the Closing Date (such period, the "**Restricted Period**").

(b) "Permitted Transfers" mean:

(i) a Transfer to a Permitted Transferee of the applicable Shareholder, so long as such Permitted Transferee, in connection with such Transfer, executes a joinder to this Agreement in form and substance acceptable to the Company in which such Permitted Transferee agrees to be a "Shareholder" for the purposes of this Agreement; or

(ii) a Transfer solely to tender into a tender or exchange offer commenced by a third party or by the Company; provided, that with respect to an unsolicited tender or exchange offer commenced by a third party, such Transfer shall be permitted only if (A) such tender or exchange offer includes an irrevocable minimum tender condition of no less than a majority of the then-outstanding shares of Company Common Stock and (B) as of the expiration of such offer the Board has affirmatively publicly recommended to the Company's shareholders that such shareholders tender into such offer and has not publicly withdrawn or changed such recommendation.

(c) After the expiration or inapplicability of the Restricted Period, until the earlier of such time as David A. Schawk is no longer a director or senior executive officer of the Company (other than as a result of (x) termination for Cause or (y) voluntary termination (other than a voluntary termination for Good Reason) or the first anniversary of the Closing Date (the "**Extended Restriction Period**"), no Core Shareholder shall Transfer any Voting Securities except in a Permitted Transfer.

(d) Without limiting any other provision of this Article II, until the expiration of the Extended Restriction Period, each Core Shareholder (acting through the Family Representative) will discuss with the Company its contemplated plans for the orderly disposition of Voting Securities by such Shareholder.

(e) Any Transfer or attempted Transfer of Voting Securities in violation of this Section 2.1 shall, to the fullest extent permitted by law, be null and void *ab initio*, and the Company shall not, and shall instruct its transfer agent and other third parties not to, record or recognize any such purported transaction on the share register of the Company.

(f) Any certificates for Shares shall bear a legend or legends (and appropriate comparable notations or other arrangements will be made with respect to any uncertificated shares) referencing restrictions on Transfer of such Shares under this Agreement, which legend shall state in substance:

> "The securities evidenced by this certificate are subject to restrictions on transfer set forth in a Shareholders' Agreement dated as of March 16, 2014, among the Company and certain other parties thereto (a copy of which is on file with the Secretary of the Company)."

(g) Notwithstanding the foregoing subsection (f), the holder of any certificate(s) for Shares shall be entitled to receive from the Company new certificates for a like number of Shares not bearing such legend (or the elimination or termination of such notations or arrangements) upon the request of such holder at such time as such restrictions are no longer applicable.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Shareholders. Each Shareholder hereby represents and warrants to the Company as follows:

(a) This Agreement has been duly and validly executed and delivered by the Shareholder and constitutes a valid and binding agreement of Shareholder enforceable against Shareholder in accordance with its terms, except for such transfer restrictions of general applicability as may be provided under the Securities Act of 1933, as amended, or the "blue sky" Laws of the various states of the United States, and any restrictions contained in the organizational documents of the Company. The execution and delivery of this Agreement and the performance by Shareholder of the agreements and obligations hereunder will not result in any breach or violation of or be in conflict with or constitute a default under any term of any Contract to or by which Shareholder is a party or bound, or any order or Applicable Law to which Shareholder (or any of Shareholder's assets) is subject or bound, except for any such breach, violation, conflict, or default which, individually or in the aggregate, would not impair or adversely affect Shareholder's ability to perform Shareholder's obligations under this Agreement.

(b) Shareholder understands and acknowledges that the Company, Merger Sub and Merger Sub 2 are entering into the Merger Agreement in reliance upon Shareholder's execution and delivery of this Agreement and the representations and warranties of Shareholder contained herein.

3.2 Representations and Warranties of the Company. The Company hereby represents and warrants to the Shareholders as follows:

(a) The Company is a corporation, duly incorporated, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania. The Company has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(b) The execution and delivery by the Company of this Agreement and the performance of the obligations of the Company under this Agreement have been duly authorized by all necessary corporate action on the part of the Company. This Agreement has been duly executed and delivered by the Company and, assuming the due authorization, execution and delivery by the other parties hereto, constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

ARTICLE IV

DEFINITIONS

4.1 Defined Terms. Capitalized terms when used in this Agreement have the following meanings:

"**Advice**" has the meaning set forth in Section 5.3.

"Agreement" has the meaning set forth in the preamble.

"**Applicable Law**" means, with respect to any Person, any Law applicable to such Person, its assets, properties, operations or business.

"**Beneficial Owner**" or "**Beneficially Own**" has the meaning assigned to such term in Rule 13d-3 under the Exchange Act, and a Person's beneficial ownership of securities shall be calculated in accordance with the provisions of such Rule (in each case, irrespective of whether or not such Rule is actually applicable in such circumstance).

"**Board**" has the meaning set forth in Section 1.1.

"**Business Day**" means a day on which banks are generally open for normal business in Pittsburgh, Pennsylvania, which day is not a Saturday or a Sunday.

"**Cause**" has the meaning given to that term in any written employment agreement between the Company and David S. Schawk; provided, however, that if no such agreement exists or no such definition is set forth in any such agreement, then for purposes of this Agreement, "Cause" shall mean (i) the commission by David S. Schawk of any misdemeanor involving and evidencing fraud or of any felony; (ii) embezzlement; (iii) a determination by the Board of Directors of the Company, in good faith and in the reasonable exercise of its discretion, that David S. Schawk is or has been guilty of dishonesty, misconduct or willful and substantial nonperformance of his duties, or (iv) without the Board of Directors of the Company's prior written consent, intentional disclosure by David S. Schawk of any confidential information or proprietary information relating to the Company or its business.

"**Closing**" shall have the meaning set forth in the Merger Agreement.

"**Closing Date**" shall have the meaning set forth in the Merger Agreement.

"**Company**" has the meaning set forth in the preamble.

"**Company Common Stock**" has the meaning set forth in the recitals.

"**Contract**" means any contract, lease, license, indenture, trust agreement, loan, note, agreement or other legally binding commitment, arrangement or undertaking (whether written or oral and whether express or implied).

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, corporation, limited or general partnership, limited liability company or other legal entity, whether through the ability to exercise voting power, by contract or otherwise.

"**Core Shareholder**" shall mean David S. Schawk, Teryl Schawk, David S. Schawk's spouse, and any corporation, partnership, limited liability company, trust, guardianship, custodianship or other fiduciary arrangement Controlled by either of David S. Schawk or Teryl Schawk other than the David and Teryl Schawk Family Foundation or any trust held under the terms of the David A. Schawk 2008 Family Trust.

"**Demand Registration**" means either the Initial Demand Registration or the Second Demand Registration, as the context requires.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**Extended Restriction Period**" shall have the meaning contained in Section 2.1(c).

"**Family Designation Right Termination Event**" shall be deemed to occur if as of the end of any Business Day following the Closing Date, the Shareholders collectively Beneficially Own less than 7.5% of the then outstanding Voting Securities.

"**Family Designee**" means, subject to Section 1.3, the individual designated in writing by the Family Representative for election or appointment to the Board.

"**Family Director**" means a Family Designee who has been elected or appointed to the Board.

"**Family Representative**" means the individual appointed by the Shareholders to exercise their rights under Article I of this Agreement pursuant to Section 5.3.

"**Family Shareholders**" means those Shareholders identified on the signature pages to this Agreement as of the date hereof.

"**Good Reason**" has the meaning given to that term in any written employment agreement between the Company and David S. Schawk; provided however, that if no such agreement exists or no such definition is set forth in any such agreement, then for purposes of this Agreement, "Good Reason" shall mean (i) the relocation of the Company's office at which David S. Schawk is required to perform his services greater than seventy-five (75) miles outside of the Chicago metropolitan area; (ii) a material diminution of David S. Schawk's material duties and responsibilities not agreed to by David S. Schawk; or (iii) any request by the Board of Directors of the Company that David S. Schawk commit an act or omission that David S. Schawk has been advised in writing constitutes a violation of Law.

"**Governmental Authority**" means any federal, national, state, local, cantonal, municipal, international or multinational government or political subdivision thereof, governmental department, commission, board, bureau, agency, taxing or regulatory authority, instrumentality or judicial or administrative body, or arbitrator or SRO, having jurisdiction over the matter or matters in question.

"**Group**" has the meaning assigned to such term in Section 13(d)(3) of the Exchange Act.

"**Initial Demand Registration**" has the meaning set forth in Section 5.1(a).

"**Law**" has the meaning set forth in the Merger Agreement.

"**Losses**" has the meaning set forth in Section 5.5(a).

"**Merger Agreement**" has the meaning set forth in the recitals.

"**Nominating and Corporate Governance Committee**" means the Nominating and Corporate Governance Committee of the Company or any such successor committee.

"**Notice**" has the meaning set forth in Section 5.1(b).

"**Permitted Transfer**" has the meaning set forth in Section 2.1(b).

"**Permitted Transferee**" means (x) the beneficiaries of any trust that is a Shareholder or (y) (i) any charitable organization for philanthropic purposes that receives a gift of shares, (ii) any parent, spouse or descendant of a Shareholder or, where such Shareholder is the trustee of a trust, any parent, spouse or descendant of any grantor of the trust, (iii) any estate, trust, guardianship, custodianship or other fiduciary arrangement for the primary benefit of any one or more of the individuals or entities named or described in (ii) above, (iv) any corporation, partnership, limited liability company or other business organization controlled by and substantially all of the interests are owned, directly or indirectly, by any one or more individuals or entities named or described in (ii) and (iii) above, and (v) as required under the terms of a governing trust instrument, including but not limited to upon the death of a Shareholder, the grantor of the trust, or another named individual.

"**Person**" means any individual, trust or entity.

"**Prospectus**" means the prospectus included in any Registration Statement, as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registered Registrable Securities covered by such Registration Statement and all other amendments and supplements to the prospectus, including post-effective amendments, and all material incorporated or deemed to be incorporated by reference in such prospectus.

"**Public Offering**" means any offer by the Company to sell its securities to the public pursuant to a registration statement filed with the SEC under the terms of the Securities Act.

"**Registered Registrable Securities**" means Registrable Securities covered by a Registration Statement.

"**Registrable Securities**" means the Shares and all other shares of Company Common Stock owned by the Shareholders, including any shares of Company Common Stock issued as a dividend, distribution or exchange for, or in respect of, all such shares (including as a result of combinations, recapitalizations, mergers, consolidates, reorganizations or otherwise).

"**Registration Expenses**" has the meaning set forth in Section 5.4.

"**Registration Statement**" means any registration statement of the Company which covers any of the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus and amendments to such registration statement, including post-effective amendments, all exhibits, and all material incorporated or deemed to be incorporated by reference in such registration statement.

"**Restricted Period**" has the meaning set forth in Section 2.1(a).

"**SEC**" means the Securities and Exchange Commission.

"**Second Demand Registration**" has the meaning set forth in Section 5.1(a).

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"**Shareholders**" has the meaning set forth in the introductory paragraph to this Agreement.

"**Shares**" has the meaning set forth in the recitals.

"**Special Counsel**" means special counsel to the Shareholders selected by Shareholders holding more than fifty-one percent (51%) of the outstanding Registrable Securities.

"**Suspension Period**" has the meaning set forth in Section 5.1(a).

"**Transfer**" means any direct or indirect offer, sale, lease, assignment, encumbrance, pledge, hypothecation, disposition or other transfer (by operation of Law or otherwise), either voluntary or involuntary, or entry into any Contract, option or other arrangement or understanding with respect to any offer, sale, lease, assignment, encumbrance, pledge, hypothecation, disposition or other transfer (by operation of Law or otherwise), of any capital stock or interest in any capital stock.

"**Underwritten Registration or Underwritten Offering**" means a registration in which securities of the Company are sold to an underwriter for offering to the public.

"**Voting Securities**" means shares of Company Common Stock and any other securities of the Company entitled to vote generally in the election of directors of the Company.

ARTICLE V

DEMAND REGISTRATIONS

5.1 Demand Registrations.

(a) From and after the first anniversary of the Closing and until the date on which the Shareholders collectively Beneficially Own less than 5% of the then outstanding Voting Securities, the holders of Registrable Securities shall have the right, by written notice delivered to the Company by or on behalf of the holders of at least fifty-one percent (51%) of the outstanding Registrable Securities, to require the Company to register (the "**Initial Demand Registration**") under the Securities Act up to one hundred percent (100%) of the Registrable Securities. The Initial Demand Registration is exercisable once.

Subsequent to the Initial Demand Registration, the holders of Registrable Securities then outstanding shall have the right, by written notice delivered to the Company by or on behalf of the holders of at least fifty-one percent (51%) of the remaining Registrable Securities, to require the Company to register (the "**Second Demand Registration**") under the Securities Act up to one hundred percent (100%) of such remaining Registrable Securities as were not sold pursuant to the Initial Demand Registration; provided, however, that if fewer than ten percent (10%) of Registrable Securities outstanding immediately prior to the effectiveness of the Initial Demand Registration (as adjusted for stock dividends, stock splits and similar transactions) are outstanding at the time, the holders of such Registrable Securities shall not be entitled to the Second Demand Registration. The Second Demand Registration is exercisable once and not prior to six months after the effective date of the Registration Statement filed pursuant to the Initial Demand Registration.

The Company shall file each Demand Registration and use its reasonable best efforts to cause the same to be declared effective by the SEC within 120 days of the date on which the holders of Registrable Securities first give the written notice for such Demand Registration; provided, however, that if such written notice is given within 270 days of a Public Offering of the Company and the managing underwriter of the Public Offering advises the Company that effecting the Demand Registration at the time requested would have a material adverse effect on the market for the Company's securities, then the Company may defer its obligation to file the Demand Registration for such period of time, not extending beyond the 270th day after the Public Offering, as is recommended by such managing underwriter.

If any Demand Registration is requested to be a "shelf" registration, the Company shall use its reasonable best efforts to keep the Registration Statement filed in respect thereof effective for a period of twelve months from the date on which the SEC declares such Registration Statement effective (subject to extension pursuant to Section 5.2(a)) or such shorter period which will terminate when all Registered Registrable Securities covered by such Registration Statement have been sold pursuant to such Registration Statement.

Notwithstanding anything herein to the contrary, the Company may, one time in any 12 month period for up to a maximum of 90 days, delay the filing of any Demand Registration, suspend the effectiveness of any Registration Statement and/or give a notice for purposes of the last paragraph of Section 5.3, as appropriate, if the Company shall have determined, upon advice of counsel, that it would be required to disclose any significant corporate development which disclosure would have a material effect on the Company, by giving notice in accordance with Section 5.3(c)(7) (a "**Suspension Period**"); provided, that, the period of time which the Demand Registration is required to be effective shall be increased by the number of days of the Suspension Period if the effectiveness of such Demand Registration was suspended, but not beyond eighteen (18) months; and provided, further, that after the termination of the Suspension Period the Company shall comply with the obligations set forth in Section 5.3(1).

(b) Requests for Demand Registrations. Subject to the conditions set forth in Section 5.1(a) hereof, any holder or holders of fifty-one percent (51%) or more of the outstanding Registrable Securities may, at any time, make a written request for a Demand Registration. Within ten days after receipt of such request, the Company shall serve written notice (the "**Notice**") of such registration request to all other holders of Registrable Securities and shall include in such Demand Registration all Registrable Securities, with respect to which the Company received written requests for inclusion therein within 15 days after the receipt of the Notice by the applicable holder. All requests made pursuant to this Section 5.1 will specify the number of the Registrable Securities to be registered and will also specify the intended methods of disposition thereof; provided, that if the holders of a majority of the Registrable Securities requested to be included in such registration specify one particular type of underwritten offering, such method of disposition shall be such type of underwritten offering or a series of such underwritten offerings (as such majority of holders may elect) during the time period the Registration Statement is effective.

(c) Demand Registration Expenses. The Registration Expenses of the holders of Registered Registrable Securities included in any Demand Registration will be shared equally by the holders of Registrable Securities, on the one hand, and the Company, on the other.

5.2 Holdback Agreements.

(a) Restrictions on Public Sale by Holders of Registered Registrable Securities. Each holder of Registrable Securities agrees, if requested by the managing underwriter or underwriters in an underwritten offering (to the extent timely notified in writing by the Company or the managing underwriter or underwriters), not to effect any public sale or distribution of securities of the Company of any class included in such Registration Statement, including a sale pursuant to Rule 144 under the Securities Act (except as part of such underwritten registration), (i) during the 10-day period prior to the effective date of any underwritten offering made pursuant to such Registration Statement and (ii) during the 90-day period beginning on the effective date of any underwritten offering made pursuant to such Registration Statement. If a request is made pursuant to this Section 5.2(a), the time period during which such Demand Registration (if a "shelf registration") is required to remain continuously effective pursuant to Section 5.1(a) shall be extended by 90 days, but not beyond eighteen (18) months.

(b) Restrictions on Public Sale by the Company and Others. The Company agrees if requested by the managing underwriter or underwriters in an underwritten offering of Registered Registrable Securities covered by a Registration Statement filed pursuant to Section 5.1 hereof (to the extent timely notified in writing by the holders of a majority in number of Registered Registrable Securities included in such underwritten offering or by the managing underwriters), not to effect any public or private sale or distribution of its securities, including a sale pursuant to Regulation D under the Securities Act but excluding the grant of employee stock options or the issuance of securities upon the issuance or conversion of the then outstanding stock options, warrants or other convertible securities, (A) during the 10-day period prior to the effective date of any underwritten offering made pursuant to such Registration Statement and (B) during the 180-day period beginning on the effective date of any underwritten offering made pursuant to such Registration Statement.

5.3 Registration Procedures.

In connection with the Demand Registration obligations of the Company pursuant to and in accordance with Section 5.1 of this Agreement and subject to receipt from the sellers of Registrable Securities of the information to be furnished by them, as provided below, the Company shall use its reasonable best efforts to effect such registrations to permit the sale of such Registrable Securities in accordance with the intended method or methods of disposition thereof, and pursuant thereto the Company shall:

(a) prepare and file with the SEC, as soon as practicable within the time periods specified in Section 5.1, a Registration Statement or Registration Statements relating to the Demand Registrations on any appropriate Form under the Securities Act which shall be available for the sale of the Registrable Securities by the holders thereof in accordance with the intended method or methods of distribution thereof, and use its reasonable best efforts to cause each such Registration Statement to become effective and remain effective as provided herein; provided, however, that before filing a Registration Statement or Prospectus or any amendments or supplements thereto, including documents incorporated or deemed to be incorporated by reference, the Company shall furnish to the holders of the Registrable Securities covered by such Registration Statement, their Special Counsel and the managing underwriter or underwriters, if any, copies of all such documents proposed to be filed, which documents will be subject to the review of such holders, their Special Counsel and such underwriters, if any, and the Company shall not, subject to the requirements of applicable law and Section 5.1, file any such Registration Statement, or amendment thereto or any Prospectus or any supplement thereto (including such documents incorporated by reference) to which the holders of a majority in number of the Registrable Securities covered by such Registration Statement, or the managing underwriter or underwriters, if any, shall reasonably object on a timely basis;

(b) prepare and file with the SEC such amendments and post-effective amendments to each Registration Statement required to be filed pursuant to Section 5.1 of this Agreement as may be necessary to keep such Registration Statement effective for the time period specified in Section 5.1; cause the related Prospectus to be supplemented by any required Prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 (or any similar provisions then in force) under the Securities Act, if required; and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such Registration Statement or such Prospectus;

(c) use its best efforts to notify the selling holders of Registrable Securities, their Special Counsel and the managing underwriters, if any, promptly, and (if requested by any such Person) confirm such notice in writing, (1) when a Prospectus or any Prospectus supplement or post-effective amendment related to such Registrable Securities has been filed, and, with respect to a Registration Statement or any post-effective amendment related to such Registrable Securities, when the same has become effective, (2) of any request by the SEC for amendments or supplements to such a Registration Statement or related Prospectus or for additional information, (3) of the issuance by the SEC of any stop order suspending the effectiveness of such a Registration Statement or the initiation of any proceedings for that purpose, (4) if at any time the representations and warranties of the Company contained in any agreement (including any underwriting agreement) entered into pursuant to Section 6(o) below cease to be true and correct, (5) of the receipt by the Company of any notification with respect to the suspension of the qualification of any of the Registrable Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose, (6) of the happening of any event which makes any statement made in such a Registration Statement or related Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue or which requires the making of any changes in such Registration Statement or Prospectus so that such Prospectus will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and (7) prior to the initiation of a Suspension Period;

(d) make every reasonable effort to obtain the withdrawal of any order suspending the effectiveness of such a Registration Statement, or the lifting of any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, at the earliest possible moment;

(e) if requested by the managing underwriter or underwriters or any holder of Registrable Securities being sold in connection with an underwritten offering, (i) promptly incorporate in a Prospectus supplement or post-effective amendment to a Registration Statement related to such Registrable Securities such information as the managing underwriters and such holder agree should be included therein as required by applicable law, (ii) make all required filings of such Prospectus supplement or such post-effective amendment as soon as practicable after notification of the matters to be incorporated in such Prospectus supplement or such post-effective amendment and (iii) supplement or make amendments to such Registration Statement; provided, however, that the Company shall not be required to take any of the actions in this Section 5.3(e) which are not, in the opinion of counsel for the Company, required by or in compliance with applicable law.

(f) upon request of a selling holder of Registrable Securities or its Special Counsel, furnish to each selling holder of Registrable Securities or its Special Counsel, without charge, a copy of each Registration Statement related to such Registrable Securities and any post-effective amendment thereto, including financial statements, schedules and all exhibits (including, if requested, those previously furnished or proposed to be incorporated by reference) at the earliest practicable time under the circumstances before the filing of such documents with the SEC;

(g) furnish to each selling holder of Registrable Securities, its Special Counsel and each managing underwriter, if any, without charge, at least one signed copy of the Registration Statement or Statements related to such Registrable Securities and any post-effective amendments thereto, including financial statements, schedules and all exhibits (including, if requested, those previously furnished or incorporated by reference);

(h) deliver to all selling holders of Registrable Securities, their Special Counsel and the underwriters, if any, without charge, as many copies of the Prospectus or Prospectuses related to such Registrable Securities (including each preliminary prospectus) and as many copies of any amendment or supplement thereto as such Persons may reasonably request; subject to the restrictions contained in the last paragraph of Section 5.3, the Company consents to the use of such Prospectus or any amendment or supplement thereto by each of the selling holders of Registrable Securities and the underwriters, if any, in connection with the offering and sale of the Registrable Securities covered by such Prospectus or any amendment or supplement thereto;

(i) prior to any public offering of Registrable Securities, use its best efforts to register or qualify or cooperate with the selling holders of Registrable Securities, the underwriters, if any, and their respective counsel in connection with the registration or qualification of such Registrable Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions as any seller or underwriter reasonably requests in writing; use its best efforts to keep each such registration or qualification effective during the period such Registration Statement is required to be kept effective and do any and all other acts or things reasonably necessary or advisable to enable the disposition in such jurisdictions of the Registrable Securities covered by the applicable Registration Statement; provided, however, that the Company will not be required to (A) qualify generally to do business in any jurisdiction where it is not then so qualified, (B) take any action which would subject it to general service of process in any such jurisdiction where it is not then so subject, or (C) take any action which would subject it to the assessment of taxes in any such jurisdiction where it is not then so subject;

(j) cooperate with the selling holders of Registrable Securities and the managing underwriter or underwriters, if any, to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold and not bearing any restrictive legends;

(k) use its reasonable best efforts to cause the Registrable Securities covered by each Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be reasonably necessary to enable the seller or sellers thereof or the underwriters, if any, to consummate the disposition of such Registrable Securities;

(l) as expeditiously as possible after the occurrence of any event contemplated by paragraph 5.3(c)(6) above, but subject to Section 5.1(a), prepare a post-effective amendment to each Registration Statement or a supplement to the related Prospectus or any document incorporated therein by reference or file any other required document so that, as thereafter delivered to the purchasers of the Registrable Securities being sold thereunder, such Prospectus will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they were made, not misleading;

(m) use its reasonable best efforts to cause all Registrable Securities covered by such a Registration Statement to be listed on each securities exchange, if any, on which similar securities issued by the Company are then listed if requested by the holders of a majority in aggregate number of shares of such issue or class of Registrable Securities;

(n) enter into such agreements (including an underwriting agreement) consistent with this Section 5.3 and use its reasonable best efforts to take all such other actions in connection therewith as shall have been reasonably requested by the managing underwriter or underwriter, if any, or the holders of a majority in principal amount of the Registrable Securities being sold in order to expedite or facilitate the disposition of such Registrable Securities including, whether or not an underwriting agreement is entered into and whether or not the registration is an underwritten registration, (1) making such representations and warranties to the holders of such Registrable Securities and the underwriters, if any, in form, substance and scope as are customarily made by issuers to underwriters in underwritten offerings and confirming the same if and when reasonably requested; (2) using its reasonable best efforts to obtain for the benefit of the holders of such Registrable Securities opinions of counsel to the Company and updates thereof (which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to the managing underwriters, if any, and the holders of a majority in principal amount of the reasonably Registrable Securities being sold) addressed to each selling holder and the underwriters, if any, covering the matters customarily covered in opinions requested in underwritten offerings and such other matters as may be reasonably requested by such holders and underwriters; (3) using its reasonable best efforts to obtain "cold comfort" letters and updates thereof from the independent certified public accountants of the Company addressed to each selling holder of Registrable Securities and the underwriters, if any, such letters to be in customary form and covering matters of the type customarily covered in "cold comfort" letters in connection with underwritten offerings; (4) if an underwriting agreement is entered into, the same shall contain indemnification provisions and procedures no less favorable than those set forth in Section 5.5 hereof with respect to all parties to be indemnified pursuant to said Section; and (5) delivering such documents and certificates to certify that the representations and warranties of the Company made pursuant to clause (1) above continue to be true and correct and to evidence compliance with any customary conditions contained in the underwriting agreement or other agreement entered into by the Company. The above shall be done at each closing under such underwriting or similar agreement or, as and to the extent required thereunder;

(o) make available for inspection by a representative of the holders of Registrable Securities being sold, any underwriter participating in any disposition of Registrable Securities and any attorney or accountant retained by such selling holders or underwriter, all financial and other records, pertinent corporate documents and properties of the Company as shall be reasonably necessary to enable them to exercise their due diligence responsibility and cause the officers, directors and employees of the Company to supply all information reasonably requested by any such representative, underwriter, attorney or accountant in connection with such Registration Statement; provided, however, that any records, information or documents that are designated by the Company as confidential at the time of delivery of such records, information or documents shall be kept confidential by such Persons and their designees unless such records, information or documents are in the public domain or disclosure of such records, information or documents is required by court or administrative order or unless such records, information or documents otherwise become public knowledge or in the opinion of counsel to such Person disclosure by such person is otherwise required by law; and

(p) otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the SEC.

The Company may require each seller of Registrable Securities as to which any registration is being effected to furnish to the Company such information regarding such seller and the distribution of such Registrable Securities as the Company may from time to time reasonably request in writing, and the Company may exclude from such registration the Registrable Securities of any seller who fails to furnish such information, provided, that such sellers' Registrable Securities shall be counted for the demand made upon the Company hereunder.

Each holder of Registrable Securities agrees to comply with the provisions of the Securities Act with respect to the disposition of all of his Registrable Securities covered by any Registration Statement in accordance with the intended methods of distribution by such seller set forth in such Registration Statement, as amended, or the related Prospectus, as supplemented. Each holder of Registrable Securities agrees by acquisition of such Registrable Securities that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 5.3(c)(3), 5.3(c)(5), 5.3(c)(6) and 5.3(c)(7) hereof, such holder shall forthwith discontinue disposition of such Registrable Securities covered by such Registration Statement or Prospectus until such holder's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 5.3(1) hereof, or until it is advised in writing (the "**Advice**") by the Company that the use of the applicable Prospectus may be resumed, and has received copies of any additional or supplemental filings which are incorporated by reference in such Prospectus. In the event the Company shall give any such notice, the six months time period mentioned in Section 5.1(a) hereof shall be extended by the number of days (not to exceed 365 days) during the time period from and including the date of the giving of such notice to and including the date when each seller of Registrable Securities covered by such Registration Statement shall have received the copies of the supplemented or amended Prospectus contemplated by Section 5.3(l) hereof or the Advice.

5.4 Registration Expenses.

All fees and expenses incident to the Company's performance of or compliance with this Agreement shall be shared equally by the holders of Registrable Securities, on the one hand, and the Company, on the other (including, without limitation, (1) all registration and filing fees including, without limitation, fees and expenses (A) with respect to filings required to be made with the National Association of Securities Dealers, Inc., and (B) of compliance with securities or Blue Sky laws (including, without limitation, reasonable fees and disbursements of counsel for the underwriters or selling holders in connection with Blue Sky qualifications of the Registrable Securities under the laws of such jurisdictions as the managing underwriters or holders of a majority in number of the Registrable Securities being sold may designate), (2) printing expenses, (3) messenger, telephone and delivery expenses, (4) fees and disbursements of counsel for the Company and Special Counsel, (5) fees and disbursements of all independent certified public accountants of the Company (including the expenses of any special audit and "cold comfort" letters required by or incident to such performance), (6) Securities Act liability insurance if the Company in its sole discretion so desires such insurance and (7) fees and expenses of all other Persons retained by the Company (all such expenses being herein called "**Registration Expenses**")) whether or not any Registration Statement becomes effective. The Company shall, in addition, pay its general expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit, the fees and expenses incurred in connection with the listing of the securities to be registered on each securities exchange on which similar securities issued by the Company are then listed or to be listed in connection with such registration and rating agency fees and the fees and expenses of any Person, including special experts, retained by the Company.

5.5 Indemnification.

(a) Indemnification by Company. The Company shall, without limitation as to time, indemnify and hold harmless, to the full extent permitted by law, each holder of Registered Registrable Securities and each Person who controls such holder or such officers, directors, agents or employees (within the meaning of the Securities Act or the Exchange Act) against all losses, claims, damages, liabilities, costs (including the costs of preparation and attorney's fees) and expenses (collectively, "**Losses**") caused by any untrue or alleged untrue statement of a material fact contained in any Registration Statement, Prospectus or preliminary prospectus or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made (in the case of any Prospectus), not misleading, except (i) insofar as the same are caused by or contained in any information furnished in writing to the Company by such holder expressly for use therein and (ii) the Company shall not be liable to any holder of Registered Registrable Securities (or its controlling persons) with respect to any untrue statement or omission or alleged untrue statement or omission in any preliminary prospectus or any Prospectus which was corrected in a Prospectus or prospectus supplement delivered by the Company to such holder prior to the sale of the Registered Registrable Securities in question if the person asserting such Loss, purchased securities from such holder but was not timely sent or given a copy of such corrected Prospectus or prospectus supplement at or prior to written conformation of the sale of such securities to such person. If requested, the Company shall also indemnify underwriters, selling brokers, dealer managers and similar securities industry professionals participating in the distribution and each Person who controls such Persons (within the meaning of the Securities Act or the Exchange Act) to the same extent as provided above with respect to the indemnification of the holders of Registered Registrable Securities and their controlling persons.

(b) Indemnification by Holders of Registered Registrable Securities. In connection with any Registration Statement in which a holder of Registered Registrable Securities is participating, such holder of Registered Registrable Securities shall furnish to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any Registration Statement or Prospectus and agrees to indemnify and hold harmless, to the full extent permitted by law, the Company, its directors, each of its officers who signed such Registration Statement, and each Person who controls the Company (within the meaning of the Securities Act or the Exchange Act) against any Losses, caused by any untrue statement of a material fact or any omission of a material fact required to be stated in any Registration Statement or Prospectus or preliminary Prospectus or necessary to make the statements therein, in light of the circumstances under which they were made (in the case of any Prospectus), not misleading, to the extent, but only to the extent, that such untrue statement or omission is contained in any information or affidavit so furnished in writing by such holder to the Company expressly for use in such Registration Statement or Prospectus. In no event shall the liability of any selling holder of Registered Registrable Securities hereunder be greater in amount than the dollar amount of the proceeds (net of the payment of all expenses) received by such holder upon the sale of the Registered Registrable Securities giving rise to such indemnification obligation. The Company shall be entitled to receive indemnities from underwriters, selling brokers, dealer managers and similar securities industry professionals participating in the distribution to the same extent as provided above with respect to information so furnished in writing by such Persons expressly for use in any Prospectus or Registration Statement.

(c) Conduct of Indemnification Proceedings. Any Person entitled to indemnification hereunder shall (i) give prompt notice to the indemnifying party of any claim with respect to which it seeks indemnification and (ii) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; provided, however, that any Person entitled to indemnification hereunder shall have the right to employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such Person unless (a) the indemnifying party has agreed to pay such fees or expenses or (b) the indemnifying party shall have failed promptly to assume the defense of such claim and employ counsel reasonably satisfactory to such Person or (c) in the reasonable judgment of any such Person, based upon advice of counsel, a conflict of interest may exist between such Person and the indemnifying party with respect to such claims (in which case, if such Person notifies the indemnifying party in writing that such Person elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such Person) (it being understood that the indemnifying party shall only be required to pay the fees of one separate counsel for all holders of Registrable Securities). The indemnifying party will not be subject to any liability for any settlement made without its consent (but such consent will not be unreasonably withheld). No indemnifying party will without the consent of the indemnified party consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

(d) Contribution. If the indemnification provided for in this Section 5.5 is unavailable to an indemnified party under Section 5.5(a) or 5.5(b) hereof (other than by reason of exceptions provided in those Sections) in respect of any Losses, then each applicable indemnifying party, in lieu of indemnifying such indemnified party, shall, jointly and severally, contribute to the amount paid or payable by such indemnified party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the indemnifying party and indemnified party in connection with the actions, statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such indemnifying party and such indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, has been taken or made by, or relates to information supplied by, such indemnifying party or indemnified party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include, subject to the limitations set forth in Section 5.5(c), any legal or other fees or expenses reasonably incurred by such party in connection with any investigation or proceeding.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 5.5(d) were determined by pro rata allocation or by any other method of allocation which does not take into account the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section 5.5(d), an indemnifying party which is a selling holder of Registered Registrable Securities and is not at fault shall not be required to contribute any amount in excess of the amount by which the total price at which the Registered Registrable Securities sold by such indemnifying party and distributed to the public were offered to the public exceeds the amount of any damages which such indemnifying party has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

5.6 Underwritten Registrations.

If any of the Registrable Securities covered by Demand Registrations are to be sold in an underwritten offering, the investment banker or investment bankers and manager or managers that will manage the offering will be selected by the Company. No Person may participate in any underwritten registration hereunder unless such Person (a) agrees to sell such Person's Registered Registrable Securities on the basis provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements and (b) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents required under the terms of such underwriting arrangements.

5.7 Rule 144. The Company covenants that it will (a) make and keep public information regarding the Company available as those terms are defined in Rule 144 under the Securities Act, (b) file in a timely manner all reports and documents required to be filed by it under the Exchange Act, (c) furnish to any Shareholder forthwith upon request a written statement by the Company as to its compliance with the reporting requirements of Rule 144 and of the Exchange Act, and (d) take such further action as any Shareholder may reasonably request, all to the extent required from time to time to enable Shareholders to sell Registrable Securities without registration under the Securities Act.

ARTICLE VI

MISCELLANEOUS

6.1 Term. This Agreement will be effective as of the Closing Date and shall automatically terminate upon the date that the Shareholders, in the aggregate, Beneficially Own less than 1% of the then outstanding Voting Securities. The provisions of this Article VI shall survive such termination.

6.2 Notices. All notices, consents, requests, claims, and demands under this Agreement shall be in writing and shall be deemed given if (i) delivered to the appropriate address by hand or overnight courier (providing proof of delivery), or (ii) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment confirmed with a copy delivered as provided in clause (i), in each case to the parties at the following address, facsimile, or e-mail address (or at such other address, facsimile, or e-mail address for a party as shall be specified by like notice): (i) if to the Company, to the address, e-mail address, or facsimile provided in the Merger Agreement, including to the persons designated therein to receive copies; and (ii) if to Shareholder, to Shareholder's address, e-mail address, or facsimile shown below Shareholder's signature hereto.

6.3 Family Representative. Each Shareholder hereby authorizes, directs and appoints David S. Schawk to act as sole and exclusive agent, attorney-in-fact and representative (the "**Family Representative**"), and authorizes and directs the Family Representative, to take any and all actions (including, without limitation, designating the Family Designee) on behalf of such Shareholder pursuant to Article I of this Agreement and exercise such rights, power and authority as are incidental to the foregoing. In the event of the death, disability, resignation or other inability to act of David S. Schawk, then each Shareholder hereby authorizes, directs and appoints Leonard Caronia as successor Family Representative. Any such actions taken, exercises of rights, power or authority, and any decision or determination made by the Family Representative consistent therewith, shall be absolutely and irrevocably binding on each Shareholder as if such Shareholder personally had taken such action, exercised such rights, power or authority or made such decision or determination in such Shareholder's capacity. Each Shareholder agrees that the Family Representative shall not be liable for any actions taken or omitted to be taken under or in connection with this Agreement, except for such actions taken or omitted to be taken resulting from the Family Representative's willful misconduct.

6.4 Amendments and Waivers. No provision of this Agreement may be amended or modified unless such amendment or modification is in writing and signed by (i) the Company, and (ii) Shareholders Beneficially Owning a majority of the then outstanding Voting Securities held by all Shareholders. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Applicable Law.

6.5 Successors and Assigns. Neither this Agreement nor any of the rights or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties, it being understood that it is the intention of the parties hereto that the rights afforded to the Shareholders are personal to such Persons and are not transferable except as expressly provided herein. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. Any attempted assignment in violation of this Section 6.5 shall be void.

6.6 Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that each party need not sign the same counterpart.

6.7 Governing Law; Jurisdiction; WAIVER OF JURY TRIAL. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE COMMONWEALTH OF PENNSYLVANIA WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF. IN THE EVENT ANY PARTY TO THIS AGREEMENT COMMENCES ANY LITIGATION, PROCEEDING OR OTHER LEGAL ACTION IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR ANY MATTERS DESCRIBED OR CONTEMPLATED HEREIN, THE PARTIES TO THIS AGREEMENT HEREBY (A) AGREE THAT ANY SUCH LITIGATION, PROCEEDING OR OTHER LEGAL ACTION SHALL BE INSTITUTED EXCLUSIVELY IN A COURT OF COMPETENT JURISDICTION LOCATED IN ALLEGHENY COUNTY IN THE COMMONWEALTH OF PENNSYLVANIA, WHETHER A STATE OR FEDERAL COURT; (B) AGREE THAT IN THE EVENT OF ANY SUCH LITIGATION, PROCEEDING OR ACTION, SUCH PARTIES WILL CONSENT AND SUBMIT TO PERSONAL JURISDICTION IN ANY SUCH COURT DESCRIBED IN CLAUSE (A) OF THIS SECTION 6.7 AND TO SERVICE OF PROCESS UPON THEM IN ACCORDANCE WITH THE RULES AND STATUTES GOVERNING SERVICE OF PROCESS; (C) AGREE TO WAIVE TO THE FULL EXTENT PERMITTED BY LAW ANY OBJECTION THAT THEY MAY HAVE TO THE VENUE OF ANY SUCH LITIGATION, PROCEEDING OR ACTION IN ANY SUCH COURT OR THAT ANY SUCH LITIGATION, PROCEEDING OR ACTION WAS BROUGHT IN AN INCONVENIENT FORUM; (D) AGREE AS AN ALTERNATIVE METHOD OF SERVICE TO SERVICE IN ANY LEGAL PROCEEDING BY MAILING OF COPIES THEREOF TO SUCH PARTY IN ACCORDANCE WITH SECTION 6.2 FOR COMMUNICATIONS TO SUCH PARTY; (E) AGREE THAT ANY SERVICE MADE AS PROVIDED HEREIN SHALL BE EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT; AND (F) AGREE THAT NOTHING HEREIN SHALL AFFECT THE RIGHTS OF ANY PARTY TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES OF FACT AND LAW, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY OTHERWISE HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.7.

6.8 Specific Performance. The parties hereto agree that monetary damages would not be an adequate remedy in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms. It is expressly agreed that the parties hereto shall be entitled to equitable relief, including injunctive relief and specific performance of the terms hereof, this being in addition to any other remedies to which they are entitled at law or in equity.

6.9 No Third Party Beneficiaries. Nothing in this Agreement shall confer any rights upon any Person other than the parties hereto and each such party's respective heirs, successors and permitted assigns.

6.10 Several, Not Joint, Liability. The liability and obligation of each Shareholder hereunder is several, not joint, and no Shareholder shall have any liability or obligation arising out of a breach by another Shareholder of his, her or its representations, warranties and covenants hereunder.

The remainder of this page left intentionally blank.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their authorized representatives as of the date first above written.

MATTHEWS INTERNATIONAL CORPORATION

By: /s/ Joseph C. Bartolacci
Name: Joseph C. Bartolacci
Title: CEO

FAMILY SHAREHOLDERS

/ s / Clarence W. Schawk
Clarence W. Schawk, as trustee of the Clarence W. Schawk 1998 Trust

/ s / Clarence W. Schawk
Clarence W. Schawk, as co-trustee of the Clarence W. and Marilyn G. Schawk Family Foundation

/ s / Marilyn G. Schawk
Marilyn G. Schawk, as trustee of the Marilyn G. Schawk 1998 Trust

/ s / Marilyn G. Schawk
Marilyn G. Schawk, as trustee of the Clarence W. Schawk 2013 GRAT

/ s / Marilyn G. Schawk
Marilyn G. Schawk, as trustee of the David A. Schawk Trust u/a Schawk Descendants Trust

/ s / Marilyn G. Schawk
Marilyn G. Schawk, as trustee of the Judith Lynn Schawk Gallo Trust u/a Schawk Descendants Trust

/ s / Marilyn G. Schawk
Marilyn G. Schawk, as trustee of the Cathy Ann Schawk Trust u/a Schawk Descendants Trust

/ s / Marilyn G. Schawk
Marilyn G. Schawk, as trustee of the Lisa B. Sterns Trust u/a Schawk Descendants Trust

/ s / Marilyn G. Schawk
Marilyn G. Schawk, as trustee of the Clarence W. and Marilyn G. Schawk Family Foundation

/ s / David A. Schawk
David A. Schawk

/ s / David A. Schawk
David A. Schawk, as trustee of the David A. Schawk 1998 Trust

/ s / David A. Schawk
David A. Schawk, as trustee of the David and Teryl Schawk Family Foundation

/ s / Teryl A. Schawk
Teryl A. Schawk, as trustee of the Kelly Schawk Douglass Trust u/a David A. Schawk 2008 Family Trust

/ s / Teryl A. Schawk
Teryl A. Schawk, as trustee of the Colleen Teryl Schawk Trust u/a David A. Schawk 2008 Family Trust

/ s / Teryl A. Schawk
Teryl A. Schawk, as trustee of the Kara Elizabeth Schawk Trust u/a David A. Schawk 2008 Family Trust

/ s / Teryl A. Schawk
Teryl A. Schawk, as trustee of the Teryl Alyson Schawk 1998 Trust

/ s / Kelly Schawk Douglass
Kelly Schawk Douglass, as trustee of the O'Dempsey 2013 Gift Trust

/ s / Kelly Schawk Douglass
Kelly Schawk Douglass, as trustee of the Kelly Schawk Douglass 2004 Trust

/ s / Kelly Schawk Douglass
Kelly Schawk Douglass, as trustee of the Kelly Lynn Schawk Trust u/a David A. Schawk 1988 Family Trust

/ s / Kelly Schawk Douglass
Kelly Schawk Douglass, as trustee of the Colleen Teryl Schawk Trust u/a David A. Schawk 1988 Family Trust

/ s / Kelly Schawk Douglass
Kelly Schawk Douglass, as trustee of the Trevor Barlo Trust u/a Addison Teryl Barlo 2011 Trust

/ s / Kelly Schawk Douglass
Kelly Schawk Douglass, as trustee of the Addison Teryl Barlo Trust u/a Addison Teryl Barlo 2011 Trust

/ s / Paul Douglass
Paul Douglass, as trustee of the Ava Lynn Douglass Gift Trust

/ s / Paul Douglass
Paul Douglass, as trustee of the Tyler David Douglass Gift Trust

/ s / Kara Schawk O'Dempsey
Kara Schawk O'Dempsey

/ s / Kara Schawk O'Dempsey
Kara Schawk O'Dempsey, as trustee of the Kelly Schawk Douglass 2011 Gift Trust and the Ava Lynn Douglass Trust and the Tyler David Douglass Trust created thereunder

/ s / Lisa B. Stearns
Lisa B. Stearns, as trustee of the Kara Elizabeth Schawk Trust u/a David A. Schawk 1988 Family Trust

/ s / Lisa B. Stearns
Lisa B. Stearns, as co-trustee of the Stearns 2006 Revocable Trust

/ s / Scott Stearns
Scott Stearns, as co-trustee of the Stearns 2006 Revocable Trust

/ s / Scott Stearns
Scott Stearns, as trustee of the Exempt Family Trust u/a Lisa B. Stearns 2012 Descendants Trust

/ s / A. Alex Sarkisian
A. Alex Sarkisian, as trustee of the Mallory A. Stearns Trust u/a Lisa Beth Schawk Stearns 1991 Family Trust

/ s / A. Alex Sarkisian
A. Alex Sarkisian, as custodian for Mallory A. Stearns under the Illinois Uniform Transfers to Minors Act

/ s / A. Alex Sarkisian
A. Alex Sarkisian, as trustee of the William D. Stearns Trust u/a Lisa Beth Schawk Stearns 1991 Family Trust

/ s / A. Alex Sarkisian
A. Alex Sarkisian, as trustee of the Sarah 2006 Trust

/ s / A. Alex Sarkisian
A. Alex Sarkisian, as custodian for Sarah Stearns under the Illinois Uniform Transfers to Minors Act

/ s / A. Alex Sarkisian
A. Alex Sarkisian, as trustee of the Jessica Lynn Gallo Trust u/a Judith Lynn Gallo 1991 Family Trust

/ s / Jessica Gallo
Jessica Gallo

/ s / Judith Lynn Schawk Gallo
Judith Lynn Schawk Gallo, as trustee of the Judy Schawk Gallo 2014 GRAT

/ s / Cathy Ann Schawk
Cathy Ann Schawk, as trustee of the Cathy Ann Schawk 2005 Trust

/ s / William D. Stearns
William D. Stearns

/ s / Colleen Teryl Barlo
Colleen Teryl Barlo