

of another Security Document pursuant to Section 8.1(b)(ii) in form and substance satisfactory to the Trustee, and (ii) shall otherwise conform to the requirements of this Agreement and the Harnischfeger Restructuring Agreement.

(d) If and to the extent that a perfected security interest hereunder or under any Harnischfeger Security Document in any Collateral shall cease to be perfected for any reason whatsoever (including, without limitation, sale of Inventory or use or disposition by the Company of any proceeds of Collateral), then such Collateral (referred to in this paragraph as "released Collateral") shall be deemed thereby released from the security interest hereunder in exchange, as of the time of such release, for any other Collateral of equivalent value in which a perfected security interest hereunder or under any Harnischfeger Security Document is being obtained substantially contemporaneously or has been most recently obtained, but only to the extent such other Collateral does not represent Collateral in exchange for which any previously released Collateral shall have been deemed released.

(e) If any Collateral which is being sold or otherwise disposed of pursuant to this Section 6 is in the possession of the Trustees or any agent or nominee thereof, the Trustees or such agent or nominee shall release such

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