

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422655

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Industrial Tool and Supply Company		03/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Harvest Capital Credit Corporation		
Street Address:	767 Third Avenue		
Internal Address:	25th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1845348	ULTRALITE	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(404) 322-6165		
Email:	ip@nelsonmullins.com		
Correspondent Name:	Lloyd G. Farr		
Address Line 1:	Nelson Mullins Riley & Scarborough LLP		
Address Line 2:	100 North Tryon Street, 42nd Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Lloyd G. Farr		
SIGNATURE:	/Lloyd G. Farr/		
DATE SIGNED:	04/05/2017		
Total Attachments: 5			
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**SHORT FORM
TRADEMARK SECURITY AGREEMENT**

THIS SHORT FORM TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), is dated as of March 31, 2017, by U.S. INDUSTRIAL TOOL AND SUPPLY COMPANY, a Delaware corporation (the “Grantor”), in favor of HARVEST CAPITAL CREDIT CORPORATION, a Delaware corporation, whose address is 767 Third Avenue, 25th Floor, New York, NY 10017, for itself and its Subsidiaries and Affiliates (collectively, the “Grantee”).

RECITALS

- A. The Grantor, Wetmore Tool and Engineering Company, a Delaware corporation, and Arvan, Inc., a Delaware corporation (collectively, the “Borrowers”), have entered into that certain Senior Subordinated Loan and Security Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time and in effect, the “Loan and Security Agreement”) with the Grantee, pursuant to which the Grantee has agreed to make a loan to the Borrowers.
- B. Pursuant to the Loan and Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein and to induce the Grantee to enter into the Loan and Security Agreement and make an extension of credit to the Grantor pursuant to the Loan and Security Agreement the Grantor hereby agrees with the Grantee as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Loan and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations secured by the Loan and Security Agreement, hereby collaterally pledges to the Grantee and grants to the Grantee a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

2.1 all of its trademarks, including, without limitation, those referred to on Schedule I hereto;

2.2 all goodwill of the business connected with the use of, and symbolized by, each trademark; and

2.3 all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

Section 3. Loan and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to

the Grantee as set forth in and pursuant to the Loan and Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Trademark Security Agreement and the Loan and Security Agreement, the Loan and Security Agreement shall control.

Section 4. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word "Grantor" shall be so construed.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.


Section 6. Amendments in Writing. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Grantee and the Grantor.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Short Form Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**U.S. INDUSTRIAL TOOL AND SUPPLY
COMPANY**, a Delaware corporation

By:  _____

Name: Cameron Reilly

Title: Vice President

Acknowledged:

**HARVEST CAPITAL CREDIT
CORPORATION**, a Delaware corporation

By: 

Name: Richard Buckanavage

Title: President and Chief Executive Officer

Signature Page to Short Form Trademark Security Agreement

TRADEMARK
REEL: 006026 FRAME: 0548

**SCHEDULE I
TO
SHORT FORM TRADEMARK SECURITY AGREEMENT**

Pending Trademarks

None.

Registered Trademarks

Owner	Trademark	Application Number	Application Date	Registration Number	Registration Date	Status of Mark
U.S. Industrial Tool and Supply Company	Ultralite	74421992	Aug. 9, 1993	1845348	July 19, 1994	Registered