OP \$90.00 3760039

ETAS ID: TM445958

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Harvest Capital Credit Corporation		09/11/2017	Corporation:

RECEIVING PARTY DATA

Name:	Triangle Capital Corporation		
Street Address:	3700 Glenwood Avenue		
Internal Address:	Suite 530		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27612		
Entity Type:	Corporation: MARYLAND		

PROPERTY NUMBERS Total: 3

Property Type Number Word Mark		Word Mark
Registration Number:	3760039	CRS REPROCESSING SERVICES
Registration Number:	3872385	CRS REPROCESSING SERVICES
Registration Number:	3615762	CRS REPROCESSING SERVICES

CORRESPONDENCE DATA

Fax Number: 9198216800

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.

Phone: 9198216609

Email: lyoung@smithlaw.com

Correspondent Name: Lisa Young

Address Line 1: c/o Smith Anderson Law Firm

Address Line 2: PO Box 2611

Address Line 4: Raleigh, NORTH CAROLINA 27602-2611

NAME OF SUBMITTER:	Lisa Young
SIGNATURE:	/Lisa Young/
DATE SIGNED:	10/04/2017

Total Attachments: 14

source=CRS - Successor Agent Appt and Assignment - Trademark (Harvest to TCAP)#page1.tif

source=CRS -	Successor	Agent Appt an	d Assignment	- Trademark (Harvest to	TCAP)#page2.tif
source=CRS -	Successor	Agent Appt an	d Assignment	- Trademark (Harvest to	TCAP)#page3.tif
source=CRS -	Successor	Agent Appt an	d Assignment	- Trademark (Harvest to	TCAP)#page4.tif
source=CRS -	Successor	Agent Appt an	d Assignment	- Trademark (Harvest to	TCAP)#page5.tif
source=CRS -	Successor	Agent Appt an	d Assignment	- Trademark (Harvest to	TCAP)#page6.tif
source=CRS -	Successor	Agent Appt an	d Assignment	- Trademark (Harvest to	TCAP)#page7.tif
source=CRS -	Successor	Agent Appt an	d Assignment	- Trademark (Harvest to	TCAP)#page8.tif
source=CRS -	Successor	Agent Appt an	d Assignment	- Trademark (Harvest to	TCAP)#page9.tif
source=CRS -	Successor	Agent Appt an	d Assignment	- Trademark (Harvest to	TCAP)#page10.tif
source=CRS -	Successor	Agent Appt an	d Assignment	- Trademark (Harvest to	TCAP)#page11.tif
source=CRS -	Successor	Agent Appt an	d Assignment	- Trademark (Harvest to	TCAP)#page12.tif
source=CRS -	Successor	Agent Appt an	d Assignment	- Trademark (Harvest to	TCAP)#page13.tif
source=CRS -	Successor	Agent Appt an	d Assignment	- Trademark (Harvest to	TCAP)#page14.tif

SUCCESSOR AGENT APPOINTMENT AND ASSIGNMENT AGREEMENT

This SUCCESSOR AGENT APPOINTMENT AND ASSIGNMENT AGREEMENT (this "<u>Agreement</u>"), dated as of September 11, 2017 (the "<u>Effective Date</u>"), is by and between HARVEST CAPITAL CREDIT CORPORATION, as the resigning Agent (in such capacity, the "<u>Resigning Agent</u>"), and TRIANGLE CAPITAL CORPORATION, as the successor Agent (in such capacity, the "<u>Successor Agent</u>").

RECITALS

- A. Reference is made to that certain Third Amended and Restated Loan Agreement, dated as of May 27, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among CRS Reprocessing, LLC, a Delaware limited liability company ("Borrower"), the guarantors party thereto (collectively, the "Guarantors"), Resigning Agent, as agent thereunder, the lenders party thereto from time to time (the "Lenders"), and to the loans made pursuant thereto (the "Credit").
- B. On or about the date hereof, Harvest Capital Credit Corporation as a lender under the Loan Agreement (when acting in such capacity, the "Harvest Lender"), will assign 100% of its right, title and interest in the Loans and other Obligations under the Loan Agreement to Triangle Capital Corporation (the "Assignment"), and as a result of the Assignment, neither Resigning Agent nor Harvest Lender will have any remaining interest in the Loans or other Obligations other than Resigning Agent's rights and obligations as Agent under the Loan Agreement.
- C. In connection with the Assignment, the Resigning Agent desires to assign its rights and obligations as Agent to Successor Agent in accordance with Section 8.9 of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Definitions Terms</u>. All capitalized terms used but not defined in this Agreement shall have the meanings given in the Loan Agreement.
- 2. Appointment of Successor Agent. The Resigning Agent and the Successor Agent hereby acknowledge that, effective as of the Effective Date, Successor Agent shall be the sole Agent under the Loan Documents and the term "Agent" shall refer to the Successor Agent in such capacity. By its execution hereof, Triangle Capital Corporation, in its capacity as a lender under the Loan Agreement (the "Triangle Lender"), hereby consents to the appointment of the Successor Agent as Agent under the Loan Agreement and the other Loan Documents and the Triangle Lender, Borrower, Successor Agent and Resigning Agent each waive any notice thereof, including, without limitation, the notice period otherwise required under Section 8.9 of the Loan Agreement.

- 3. <u>Resignation and Acceptance of Appointment</u>. The Resigning Agent hereby acknowledges that it has resigned, or otherwise hereby resigns, as Agent under the Loan Documents effective as of the Effective Date. The Successor Agent hereby accepts its appointment as the successor Agent effective as of the Effective Date.
- Assignment of Agent-Related Rights. In order further to vest in the Successor Agent the rights, powers, privileges and duties of the Agent to which the Successor Agent has succeeded by virtue of its appointment as the successor Agent, the Resigning Agent hereby assigns and transfers, from and after the Effective Date, to the Successor Agent, as successor Agent, (i) all of the Resigning Agent's rights, powers, privileges and duties as Agent, beneficiary, assignee or secured party under each of the Loan Documents existing or arising from its role as Agent under the Loan Agreement, (ii) all of the Resigning Agent's rights, powers, privileges and duties as Agent, beneficiary, assignee or secured party in any collateral, reserve accounts, deposit accounts and other accounts of Borrower or any guarantor and any other collateral with respect to the Loan Documents existing or arising from its role as Agent under the Loan Agreement (the "Collateral"), and (iii) all claims and choses in action related to the Loan Documents as Agent, beneficiary, assignee or secured party thereof in, to and under such claims and choses in action existing or arising from its role as Agent under the Loan Agreement; provided, however, the Resigning Agent expressly reserves, and does not assign, the Retained Rights (as defined below). THIS ASSIGNMENT IS MADE WITHOUT RECOURSE AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. The terms and conditions set forth herein are the result of arm's-length bargaining between parties familiar with transactions of this nature. The Successor Agent shall not have the benefit of, and is not relying upon, any statements, representations or warranties, express or implied, made by or enforceable against the Resigning Agent, its affiliates, or its employees, consultants, appraisers, or attorneys. Without limiting the foregoing, the Recitals set forth above do not constitute a representation or warranty of the Resigning Agent to the Successor Agent herein.

"Retained Rights" shall mean those rights provided to Resigning Agent under indemnification provisions or agreements included within the Loan Documents (including, without limitation, Section 9.5 of the Loan Agreement and any other indemnification provisions or agreements under the Loan Documents), which, under the terms of such provisions or agreements, are available to be exercised by Resigning Agent as a prior Agent of the Loans (but not to the exclusion of any rights of Successor Agent under such provisions or agreements).

- 5. <u>Assumption and Agreement to be Bound</u>. From and after the Effective Date, Successor Agent hereby (i) accepts, the rights, title, interest, powers, privileges and duties of the Agent as set forth in the Loan Agreement and the other Loan Documents and the assignments provided for herein, and (ii) agrees to be bound by the terms of this Agreement, the Loan Agreement and the other Loan Documents and to perform fully all duties required to be performed by the Agent under the Loan Agreement and the other Loan Documents in accordance with the terms thereof.
- 6. <u>Effect on Loan Documents</u>. Effective as of the Effective Date, all duties, obligations and responsibilities of the Resigning Agent under or pursuant to the Loan Agreement

and the other Loan Documents shall terminate, be released and be discharged, immediately and without further action by any party.

- 7. Additional Documents. Resigning Agent and Successor Agent hereby agree to execute and deliver such documents and instruments as are reasonably necessary to vest in the Successor Agent the rights, powers, privileges and duties of the Agent to which the Successor Agent has succeeded by virtue of its appointment as the successor Agent, including, without limitation, assignments to security agreements and any other collateral documents constituting the Loan Documents.
- 8. <u>Address for Notices</u>. Successor Agent's Notice Address under the Loan Documents is:

3700 Glenwood Avenue

Suite 530

Raleigh, North Carolina 27612

Facsimile: (919) 719-4777

Attention: Cary B. Nordan, Senior Managing Director

Email: cnordan@tcap.com

and hereafter all notices to the Agent or the Lenders shall be delivered only to the Successor Agent, with a copy to (which shall not constitute notice):

Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan,

L.L.P.

150 Fayetteville Street

Suite 2300

Raleigh, North Carolina 27601

Facsimile: (919) 821-6800

Attention: Curtis C. Brewer IV, Esq. Email: cbrewer@smithlaw.com

- 8. <u>Governing Law</u>. THIS ASSIGNMENT AND ACCEPTANCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.
- 9. <u>Counterparts</u>. This Agreement may be executed in counterparts (including, without limitation, by facsimile), each of which when so executed and delivered shall be deemed an original and all of which together shall constitute one and the same agreement.
- 10. <u>Fees, Costs and Expenses</u>. The Resigning Agent acknowledges and agrees that it shall be solely responsible for payment of all out-of-pocket costs and expenses (including without limitation attorneys' fees and expenses) incurred by the Resigning Agent on or prior to the Effective Date in connection with or relating to this Agreement, the Loan Agreement or the

Resigning Agent's status as a creditor of the Borrower and the Guarantors, without any right to reimbursement therefor from the Successor Agent, the Borrower or the Guarantors.

[Signatures Appear on the Next Page.]

IN WITNESS WHEREOF, Resigning Agent and Successor Agent have caused this Agreement to be executed by their duly authorized representatives as of the day, month and year first above written.

RESIGNING AGENT:

HARVEST CAPITAL TREDIT CORPORATION

83y:

Name: Title:

mymen oursesu

[Signature Page - Successor Agent Appointment and Assignment Agreement (Harvest Assignment to Triangle)]

SUCCESSOR AGENT:

TRIANGLE CAPITAL CORPORATION

By:

Name: Cary B. Nordan

Title: Senior Managing Director

[Signature Page - Successor Agent Appointment and Assignment Agreement (Harvest Assignment to Triangle)]

Acknowledged and agreed to:

LENDER:

TRIANGLE CAPITAL CORPORATION

By: Name: Cary B. Nordan

Title: Senior Managing Director

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM342588

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CRS Reprocessing, LLC		05/27/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Harvest Capital Credit Corporation		
Street Address:	767 Third Avenue, 25th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: DELAWARE		

PROPERTY NUMBERS Total: 3

Property Type	Number Word Mark	
Registration Number:	3760039	CRS REPROCESSING SERVICES
Registration Number:	3872385	CRS REPROCESSING SERVICES
Registration Number:	3615762	CRS REPROCESSING SERVICES

CORRESPONDENCE DATA

Fax Number: 4043226410

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.

Phone: (404) 322-6207

Email: roger.mitchell@nelsonmullins.com

Correspondent Name: Roger Mitchell

Address Line 1: Nelson Mullins Riley & Scarborough LLP

Address Line 2: 201 17th Street NW, Suite 1700

Address Line 4: Atlanta, GEORGIA 30363

ATTORNEY DOCKET NUMBER:	38989/09003
NAME OF SUBMITTER:	Roger Mitchell
SIGNATURE:	/Roger Mitchell/
DATE SIGNED:	05/27/2015

Total Attachments: 5

source=06 - Notice of Assignment of Security Interest (Trademark)#page1.tif

source=06 - Notice of Assignment of Security Interest (Trademark)#page2.tif
source=06 - Notice of Assignment of Security Interest (Trademark)#page3.tif
source=06 - Notice of Assignment of Security Interest (Trademark)#page4.tif
source=06 - Notice of Assignment of Security Interest (Trademark)#page5.tif

NOTICE

OF

ASSIGNMENT OF SECURITY INTEREST

IN TRADEMARKS

United States Patent and Trademark Office

Gentlemen,

Please be advised that pursuant to the Successor Agency Appointment and Assignment Agreement dated as of May 27, 2015 (the "Agency Assignment Agreement"), by and between Triangle Mezzanine Fund LLLP, as resigning agent (the "Resigning Agent"), and Harvest Capital Credit Corporation, as successor agent (in such capacity and together with its successors and assigns, the "Successor Agent"), the Resigning Agent has assigned, and the Successor Agent has accepted, all rights, duties and obligations of "Agent" under that certain Second Amended and Restated Loan Agreement dated as of October 31, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Resigning Agent, CRS Reprocessing, LLC, as Borrower thereunder, the guarantors party thereto, and the financial institutions party thereto.

In accordance with the Agency Assignment Agreement, the Successor Agent now has, for the benefit of the Secured Parties (as defined in the Loan Agreement), a security interest in, and continuing lien upon, all of the Trademark Collateral (as defined in that certain Trademark Security Agreement dated as of October 31, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time) by and between CRS Reprocessing, LLC (the "Grantor") and Resigning Agent) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations (as defined in the Loan Agreement), including those trademarks and trademark applications listed on Schedule 1 hereto.

[remainder of page intentionally left blank]

RESIGNING AGENT:

TRIANGLE MEZZANINE FUND LLLP

By: New Triangle GP, LLC

Its General Partner

By: Triangle Capital Corporation

Its Manager

By: 2 / Name: Cary B. Nordan

Title: Managing Director

SUCCESSOR AGENT

HARVEST CAPITAL CREDIT CORPORATION

Name Ryan T. Magee Title: Managing Director

[Notice of Assignment of Security Interest in Trademarks]

Acknowledged and consented to:

CRS REPROCESSING, LLC

Name: Scott T. Massie

Title: Chief Executive Officer

[Notice of Assignment of Security Interest in Trademarks]

SCHEDULE I

TO

NOTICE OF ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

Owner	Country	Title	Registration Number	Registration/ Filing Date
CRS Reprocessing, LLC	U.S.	CRS REPROCESSING SERVICES & REPROCESSING SERVICES Design	3,760,039	March 16, 2010
CRS Reprocessing, LLC	U.S.	CRS REPROCESSING SERVICES & Design	3,872,385	November 9, 2010
CRS Reprocessing, LLC	U.S.	CRS REPROCESSING SERVICES	3,615,762	May 5, 2009
CRS Reprocessing, LLC	Japan	CRS REPROCESSING SERVICES	5282194	November 20, 2009
CRS Reprocessing, LLC	European Community	CRS REPROCESSING SERVICES	008134389	November 11, 2009
CRS Reprocessing, LLC	China	CRS REPROCESSING SERVICES	8996434	December 28, 2010
CRS Reprocessing, LLC	China	CRS REPROCESSING SERVICES & Design	8996415	December 28, 2010

RECORDED: 06/24/2013