

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464888

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900397192

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alpine Disposal, Inc.		12/30/2014	Corporation: COLORADO

RECEIVING PARTY DATA

Name:	Alcentra Capital Corporation
Street Address:	200 Park Avenue 7th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10166
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3426057	ALTOGETHER RECYCLING
Registration Number:	4802538	ALPINE

CORRESPONDENCE DATA

Fax Number: 3034021601

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: 3034021600

Email: jap@bhgrlaw.com

Correspondent Name: Jessica Pingleton

Address Line 1: 1712 Pearl Street

Address Line 2: Berg Hill Greeneleaf Ruscitti LLP

Address Line 4: Boulder, COLORADO 80302

NAME OF SUBMITTER:	Jessica Pingleton
SIGNATURE:	/Jessica A. Pingleton/
DATE SIGNED:	03/08/2018

Total Attachments: 5

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CONSENT AND TERMINATION OF
INTERCREDITOR AGREEMENT

THIS CONSENT AND TERMINATION OF INTERCREDITOR AGREEMENT, dated as of February 24, 2017 (this "Termination"), is entered into by and among COMERICA BANK (the "First Lien Lender"), ALCENTRA CAPITAL CORPORATION (the "Second Lien Lender"), and acknowledged and agreed to by ALPINE HOLDINGS, INC. (the "Guarantor"), ALPINE DISPOSAL, INC., MOUNTAIN STATES PACKAGING, LLC, FIVE PART DEVELOPMENT, LLC, ALPINE EQUIPMENT FINANCE, LLC, and ALPINE EQUIPMENT HOLDING, LLC (each, a "Borrower" and, collectively, the "Borrowers"), and Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Intercreditor Agreement (as defined below).

WHEREAS, First Lien Lender and Second Lien Lender are parties to that certain Intercreditor Agreement dated as of December 30, 2014 (as amended, the "Intercreditor Agreement");

WHEREAS, as of the date hereof, the Borrowers intend to repay the Second Lien Obligations (the "Payoff") as set forth in that certain letter agreement dated as of February 24, 2017 by and among the Second Lien Lender and the Borrowers (the "Payoff Letter"), and upon the consummation of the Payoff all obligations under the Second Lien Loan Documents shall have all been satisfied;

WHEREAS, the parties hereto desire to terminate the Intercreditor Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. First Lien Lender hereby acknowledges and consents to the Payoff, notwithstanding any language in the Intercreditor Agreement restricting any such repayment of the Second Lien Obligations, and agrees that such repayment shall not give rise to a breach of the Intercreditor Agreement, including without limitation, Section 2.8 thereof.

2. That effective as of the date hereof upon the execution of this Agreement by each party hereto and subject to the effectiveness of the Payoff, the Intercreditor Agreement, except for any provisions thereof that expressly survive termination, shall be terminated.

3. THIS TERMINATION SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF MICHIGAN WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF. This Termination may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Termination by telecopier shall be effective as delivery of a manually executed counterpart of this Termination.

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IN WITNESS WHEREOF, the parties hereto have caused this Termination to be executed as of the date first above written.

COMERICA BANK, as First Lien Lender

By: 
Name: JEFF ANDERSEN
Title: VICE PRESIDENT

ALCENTRA CAPITAL CORPORATION, as Second Lien Lender

By: Alcentra NY LLC as Advisor to Alcentra Capital Corporation

By: _____
Name: Branko Krmpotic
Title: Senior Vice President


IN WITNESS WHEREOF, the parties hereto have caused this Termination to be executed as of the date first above written.

COMERICA BANK, as First Lien Lender

By: _____
Name:
Title:

ALCENTRA CAPITAL CORPORATION, as Second Lien Lender

By: Alcentra NY LLC as Advisor to Alcentra Capital Corporation

By:  _____
Name: Branko Krmpotic
Title: Senior Vice President

Acknowledged and agreed:

BORROWERS

ALPINE DISPOSAL, INC.

By: 
Name: Alek Orloff
Title: Chief Financial Officer

MOUNTAIN STATES PACKAGING, LLC

By: Alpine Holdings, Inc.
Their: Sole Member

By: 
Name: Alek Orloff
Title: Chief Financial Officer

FIVE PART DEVELOPMENT, LLC

By: Alpine Holdings, Inc.
Their: Sole Member

By: 
Name: Alek Orloff
Title: Chief Financial Officer

ALPINE EQUIPMENT FINANCE, LLC

By: Alpine Holdings, Inc.
Their: Sole Member

By: 
Name: Alek Orloff
Title: Chief Financial Officer

ALPINE EQUIPMENT HOLDING, LLC

By: Alpine Holdings, Inc.

Their: Sole Member

By: 

Name: Alek Orloff

Title: Chief Financial Officer

GUARANTOR

ALPINE HOLDINGS, INC.

By: 

Name: Alek Orloff

Title: Chief Financial Officer

*Signature Page to
Consent and Termination of Intercreditor Agreement*