

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CRS REPROCESSING, LLC		10/31/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	TRIANGLE MEZZANINE FUND, LLLP
Street Address:	3700 Glenwood Avenue
Internal Address:	Suite 530
City:	Raleigh
State/Country:	NORTH CAROLINA
Postal Code:	27612
Entity Type:	LIMITED LIABILITY LIMITED PARTNERSHIP: NORTH CAROLINA

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:	4043226050
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(404)322-6207
Email:	roger.mitchell@nelsonmullins.com
Correspondent Name:	Roger Mitchell
Address Line 1:	201 17th Street NW, Suite 1700
Address Line 2:	Nelson Mullins Riley & Scarborough LLP
Address Line 4:	Atlanta, GEORGIA 30363

NAME OF SUBMITTER:	Roger Mitchell
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OP \$90.00 3760039

Signature:	/s/ Roger Mitchell
Date:	11/01/2012
Total Attachments: 6 source=38989-Fully Executed TM Security Agreement#page1.tif source=38989-Fully Executed TM Security Agreement#page2.tif source=38989-Fully Executed TM Security Agreement#page3.tif source=38989-Fully Executed TM Security Agreement#page4.tif source=38989-Fully Executed TM Security Agreement#page5.tif source=38989-Fully Executed TM Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2012, is made by CRS REPROCESSING, LLC, a Delaware limited liability company (the “**Grantor**”) in favor of TRIANGLE MEZZANINE FUND, LLLP, a North Carolina limited liability limited partnership (the “**Agent**”), as agent for the lenders under the Second Amended and Restated Loan Agreement described below.

INTRODUCTION

A. The Grantor, certain subsidiaries of the Grantor (the “**Subsidiaries**” and together with the Grantor, the “**Credit Parties**”), the Agent and the other lenders party thereto entered into that certain Loan Agreement dated as of November 25, 2009 (as amended, restated, supplemented or otherwise modified prior to the date of the Existing Loan Agreement referred to below, the “**Original Loan Agreement**”).

B. In connection with the Original Loan Agreement, the Credit Parties and the Agent entered into that certain Security Agreement, dated as of November 25, 2009, pursuant to which the Grantor is required to execute and deliver to the Agent this Trademark Security Agreement.

C. Pursuant to that certain Amended and Restated Loan Agreement, dated as of June 16, 2011, among the Credit Parties, the Agent and the other lenders party thereto (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “**Existing Loan Agreement**”), the Agent and the lenders amended certain provisions of the Original Loan Agreement.

D. Pursuant to that certain Second Amended and Restated Loan Agreement, dated as of the date hereof, among the Credit Parties, the Agent and the other lenders party thereto (the “**Lenders**”) (as amended, restated, supplemented or otherwise modified from time to time, the “**Second Amended and Restated Loan Agreement**”), the Agent and the Lenders are amending certain provisions of the Existing Loan Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Lenders to extend the financial accommodations contemplated by the Second Amended and Restated Loan Agreement, the Grantor hereby agrees with the Agent, for the benefit of the Lenders, as follows:

Section 1. DEFINED TERMS.

Secured Parties. The collective reference to the Agent and the Lenders.

Trademark License. Any agreement providing for the grant by or to the Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 1.

Trademarks. (i) All registered trademarks, trade names, trade dress, service marks and other source or business identifiers including, without limitation, word marks, design marks and other types of marks, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 1, and (ii) the right to obtain all extensions or renewals thereof.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Second Amended and Restated Loan Agreement or the Security Agreement, as applicable.

Section 2. GRANT OF SECURITY INTEREST IN THE TRADEMARK COLLATERAL. The Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”), 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:

- (a) all of its Trademarks;
- (b) all of its Trademark Licenses;
- (c) all renewals or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (e) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Section 3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in connection with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


Section 4. COUTNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when

taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

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

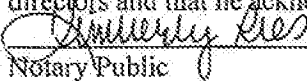
CRS REPROCESSING, LLC,
a Delaware limited liability company

By: 
Name: Todd L. Phillips
Title: Chief Financial Officer

ACKNOWLEDGMENT OF THE GRANTOR

STATE OF Kentucky)
COUNTY OF Jefferson) ss.

On this 31st day of October, 2012 before me personally appeared Todd L. Phillips, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CRS REPROCESSING, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said company.


Notary Public




KIMBERLY L. RIES
NOTARY PUBLIC
Kentucky, State At Large
My Commission Expires 3/3/2018

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004892 FRAME: 0231

SCHEDULE I

TO
TRADEMARK SECURITY AGREEMENT

Owner	Country	Title	Registration Number	Registration/ Filing Date
CRS Reprocessing, LLC	U.S.	CRS 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