

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM453831

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THL Corporate Finance, Inc.		09/11/2017	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Triangle Capital Corporation		
<b>Street Address:</b>	3700 Glenwood Avenue		
<b>Internal Address:</b>	Suite 530		
<b>City:</b>	Raleigh		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27612		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3760039	CRS REPROCESSING SERVICES	
<b>Registration Number:</b>	3872385	CRS REPROCESSING SERVICES	
<b>Registration Number:</b>	3615762	CRS REPROCESSING SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9198216800		
<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>			
<b>Phone:</b>	9198216609		
<b>Email:</b>	lyoung@smithlaw.com		
<b>Correspondent Name:</b>	Lisa Young		
<b>Address Line 1:</b>	c/o Smith Anderson Law Firm		
<b>Address Line 2:</b>	PO Box 2611		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27602-2611		
<b>ATTORNEY DOCKET NUMBER:</b>	11874.171		
<b>NAME OF SUBMITTER:</b>	Lisa Young		
<b>SIGNATURE:</b>	/Lisa Young/		
<b>DATE SIGNED:</b>	12/08/2017		
<b>Total Attachments: 34</b>			

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SUCCESSOR AGENT APPOINTMENT AND ASSIGNMENT AGREEMENT

This SUCCESSOR AGENT APPOINTMENT AND ASSIGNMENT AGREEMENT (this "Agreement"), dated as of September 11, 2017 (the "Effective Date"), is by and between THL CORPORATE FINANCE, INC., as the resigning Administrative Agent and Collateral Agent (in such capacity, the "Resigning Agent"), and TRIANGLE CAPITAL CORPORATION, as the successor Administrative Agent and Collateral Agent (in such capacity, the "Successor Agent").

RECITALS

A. Reference is made to that certain Amended and Restated Credit Agreement, dated as of May 27, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among CRS Reprocessing, LLC, a Delaware limited liability company ("Borrower"), the guarantors party thereto (collectively, the "Guarantors"), Resigning Agent, as administrative agent and collateral 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, each of THL Credit, Inc. and THL Credit Greenway Fund LLC, as lenders (when acting in such capacity, collectively the "THL Lenders") under the Credit Agreement, will assign 100% of its right, title and interest in the Term Loans and other Obligations under the Credit Agreement to Triangle Capital Corporation (the "Assignment"), and as a result of the Assignment, neither Resigning Agent nor any THL Lender will have any remaining interest in the Term Loans or other Obligations other than Resigning Agent's rights and obligations as Agent under the Credit 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 9.6 of the Credit Agreement.

AGREEMENT

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

1. Definitions Terms. All capitalized terms used but not defined in this Agreement shall have the meanings given in the Credit 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 terms "Administrative Agent", "Collateral Agent", "Agent" and "Agents" shall refer to the Successor Agent in each such capacity. By its execution hereof, Triangle Capital Corporation, in its capacity as a lender under the Credit Agreement (the "Triangle Lender"), hereby consents to the appointment of the Successor Agent as Administrative Agent and Collateral Agent under the Credit Agreement and the other Loan Documents and the Triangle Lender, Successor Agent and Resigning Agent each waive any notice thereof, including, without limitation, the notice period otherwise required under Section 9.6 of the Credit Agreement.

3. Resignation and Acceptance of Appointment. The Resigning Agent hereby acknowledges that it has resigned, or otherwise hereby resigns, as Administrative Agent and Collateral Agent under the Loan Documents effective as of the Effective Date. The Successor Agent hereby accepts its appointment as the successor Administrative Agent and Collateral Agent effective as of the Effective Date.

4. Assignment of Agent-Related Rights. In order further to vest in the Successor Agent the rights, powers, privileges and duties of the Administrative Agent and Collateral Agent to which the Successor Agent has succeeded by virtue of its appointment as the successor Administrative Agent and Collateral Agent, the Resigning Agent hereby assigns and transfers, from and after the Effective Date, to the Successor Agent, as successor Administrative Agent and Collateral Agent, (i) all of the Resigning Agent's rights, powers, privileges and duties as Administrative Agent and Collateral Agent, beneficiary, assignee or secured party under each of the Loan Documents existing or arising from its role as Administrative Agent or Collateral Agent under the Credit Agreement, (ii) all of the Resigning Agent's rights, powers, privileges and duties as Administrative Agent and Collateral 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 Administrative Agent or Collateral Agent under the Credit Agreement (the "Collateral"), and (iii) all claims and choses in action related to the Loan Documents as Administrative Agent and Collateral Agent, beneficiary, assignee or secured party thereof in, to and under such claims and choses in action existing or arising from its role as Administrative Agent or Collateral Agent under the Credit 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 10.3 of the Credit 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 Administrative Agent or Collateral Agent of the Term Loans (but not to the exclusion of any rights of Successor Agent under such provisions or agreements).

5. Assumption and Agreement to be Bound. From and after the Effective Date, Successor Agent hereby (i) accepts, the rights, title, interest, powers, privileges and duties of the Administrative Agent and Collateral Agent as set forth in the Credit 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 Credit Agreement and the other Loan Documents and to perform fully all duties required to be performed by the Administrative Agent and Collateral Agent under the Credit Agreement and the other Loan Documents in accordance with the terms thereof.

6. Effect on Loan Documents. Effective as of the Effective Date, all duties, obligations and responsibilities of the Resigning Agent under or pursuant to the Credit 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 Administrative Agent and Collateral Agent to which the Successor Agent has succeeded by virtue of its appointment as the successor Administrative Agent and Collateral Agent, including, without limitation, assignments to security agreements and any other collateral documents constituting the Loan Documents.

8. Address for Notices. 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 Administrative Agent, Collateral 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. Governing Law. 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. Counterparts. 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. Fees, Costs and Expenses. 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 Credit 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:

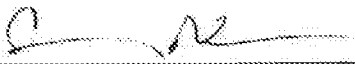
THL CORPORATE FINANCE, INC.

By:   
Name: *Sam Tillman*  
Title: *Co-CEO*

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

SUCCESSOR AGENT:

TRIANGLE CAPITAL CORPORATION

By:   
Name: Cary B. Nordan  
Title: Senior Managing Director

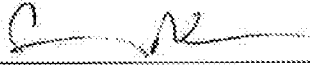
[Signature Page - Successor Agent Appointment and Assignment Agreement  
(THL Assignment to Triangle)]



Acknowledged and agreed to:

**LENDER:**

TRIANGLE CAPITAL CORPORATION

By:   
Name: Cary B. Nordan  
Title: Senior Managing Director

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

**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		06/16/2011	LIMITED LIABILITY COMPANY: DELAWARE
RDC Consulting, LLC		06/16/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	THL Corporate Finance, Inc., as Collateral Agent		
Street Address:	100 Federal Street		
Internal Address:	c/o THL Credit, Inc., 31st fl., Attention: Chief Operating Officer		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
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:	(212)355-3333		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-813-8800		
Email:	NY-TM-Admin@goodwinprocter.com		
Correspondent Name:	GOODWIN PROCTER LLP/Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 2:	rm. 2928		
Address Line 4:	New York, NEW YORK 10018		

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**TRADEMARK**  
**REEL: 006224 FRAME: 0417**

ATTORNEY DOCKET NUMBER:	126487207113
NAME OF SUBMITTER:	Janis Nici
Signature:	/janis nici/
Date:	06/22/2011
<p>Total Attachments: 25</p> <p>source=THL Security Agreement#page1.tif</p> <p>source=THL Security Agreement#page2.tif</p> <p>source=THL Security Agreement#page3.tif</p> <p>source=THL Security Agreement#page4.tif</p> <p>source=THL Security Agreement#page5.tif</p> <p>source=THL Security Agreement#page6.tif</p> <p>source=THL Security Agreement#page7.tif</p> <p>source=THL Security Agreement#page8.tif</p> <p>source=THL Security Agreement#page9.tif</p> <p>source=THL Security Agreement#page10.tif</p> <p>source=THL Security Agreement#page11.tif</p> <p>source=THL Security Agreement#page12.tif</p> <p>source=THL Security Agreement#page13.tif</p> <p>source=THL Security Agreement#page14.tif</p> <p>source=THL Security Agreement#page15.tif</p> <p>source=THL Security Agreement#page16.tif</p> <p>source=THL Security Agreement#page17.tif</p> <p>source=THL Security Agreement#page18.tif</p> <p>source=THL Security Agreement#page19.tif</p> <p>source=THL Security Agreement#page20.tif</p> <p>source=THL Security Agreement#page21.tif</p> <p>source=THL Security Agreement#page22.tif</p> <p>source=THL Security Agreement#page23.tif</p> <p>source=THL Security Agreement#page24.tif</p> <p>source=THL Security Agreement#page25.tif</p>	

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U.S. SECURITY AGREEMENT

THIS U.S. SECURITY AGREEMENT (this "Agreement"), dated as of June 16, 2011, is by and among each of the grantors listed on the signature pages hereof and those additional entities that hereafter become grantors hereunder by executing a joinder substantially in the form of Exhibit A hereto (each a "Grantor" and collectively the "Grantors"), and THL CORPORATE FINANCE, INC., having an address at c/o THL Credit, Inc., 100 Federal Street, 31st Floor, Boston, Massachusetts 02110, Attention: Chief Operating Officer, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined below).

WITNESSETH:

WHEREAS, concurrently herewith, CRS Reprocessing, LLC, a Delaware limited liability company (the "Borrower"), is entering into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the guarantors from time to time party thereto (the "Guarantors"), the lenders from time to time party thereto (the "Lenders"), the Collateral Agent, and THL Corporate Finance, Inc., as administrative agent (the "Administrative Agent"), pursuant to which the Lenders have agreed, subject to the terms and conditions set forth therein, to make certain loans to the Borrower;

WHEREAS, each of the Grantors is either a Borrower or a Guarantor (the Borrower and the Guarantors being herein referred to collectively as the "Credit Parties");

WHEREAS, each of the Lenders and their Affiliates, the Administrative Agent, and the Collateral Agent are being herein referred to collectively as the "Secured Parties";

WHEREAS, each Grantor will realize substantial direct and indirect benefits as a result of the extension of credit to the Borrower pursuant to the Credit Agreement;

WHEREAS, the obligations of the Secured Parties to enter into the Credit Agreement and the other Loan Documents and of the Lenders to make loans thereunder are subject to the condition, among others, that each Grantor shall execute and deliver this Agreement pursuant to which each Grantor shall grant the security interest hereinafter described;

NOW, THEREFORE, in consideration of the willingness of the Secured Parties to enter into the Credit Agreement and the other Loan Documents and to agree, subject to the terms and conditions set forth therein, to make the loans to the Borrower pursuant thereto, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein or set forth below, terms defined in the Credit Agreement and used herein shall have the meanings given them in the Credit Agreement. Further, unless otherwise defined herein, terms defined in Articles 8 and 9 of the Uniform Commercial Code as enacted and in effect from time to time in the State of New York (the "UCC") are used in this Agreement as such terms are defined in such Article 8 or 9 (including without limitation, Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, Electronic Chattel Paper, Equipment, Fixtures, General Intangibles, Goods, Instruments, Inventory, Investment Property, Letter-of-Credit Rights, Proceeds and Supporting Obligations).

"Account Debtor" means any Person who may become obligated to any Credit Party under, with respect to, or on account of, an Account, Chattel Paper or General Intangibles (including a payment intangible).

2. Security Interest. As security for the due and punctual payment and performance of the Secured Obligations described in Section 3 hereof, each Grantor hereby grants to the Collateral Agent for itself and for the benefit of the other Secured Parties a security interest in and lien on all of such Grantor's right, title and interest in and to all tangible and intangible property and Fixtures of such Grantor, whether now owned or existing or hereafter acquired or arising, together with any and all additions, accessions, accessories and accoutrements thereto and replacements therefor and Proceeds and products thereof (collectively referred to as the "Collateral"), including without limitation, the property described below:

- (a) all Accounts;
- (b) all cash and cash equivalents;
- (c) all Chattel Paper;
- (d) all Commercial Tort Claims (including without limitation, the Commercial Tort Claims set forth on the Perfection Certificate for such Grantor attached as Schedule I hereto)
- (e) all Deposit Accounts;
- (f) all Documents;
- (g) all Equipment;
- (h) all Fixtures;
- (i) all General Intangibles;
- (j) all Goods;
- (k) all Patents;
- (l) all Trademarks;
- (m) all Copyrights;
- (n) all websites (including without limitation, all content (including without limitation, all elements of each website and all materials published on each website), HTML documents, audiovisual material, software, data, copyrights, trademarks, patents and trade secrets relating to such websites) owned by or assigned to the Credit Parties and all exclusive and nonexclusive licenses to the Credit Parties from third parties or rights to use websites owned by such third parties, including, without limitation, the registrations, applications and licenses listed on Schedule V hereto, along with any and all (a) renewals and extensions thereof, (b) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) rights to sue for past, present and future infringements thereof, and (d) any other rights corresponding thereto throughout the world (collectively, the "Websites");

(o) all domain names owned by or assigned to the Credit Parties and all exclusive and nonexclusive licenses to the Credit Parties from third parties or rights to use domain names owned by such third parties, including, without limitation, the registrations, applications and licenses listed on Schedule V hereto, along with any and all (a) renewals and extensions thereof, (b) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) rights to sue for past, present and future infringements thereof, and (d) any other rights corresponding thereto throughout the world (collectively, the "Domain Names");

(p) all Instruments;

(q) all Inventory;

(r) all Investment Property;

(s) all Letter-of-Credit Rights;

(t) all books and records pertaining to any of the Collateral;

(u) all rights under contracts, agreements, authorizations, permits, consents, orders, licenses, franchises and leases;

(v) the entire goodwill of such Grantor's business and other General Intangibles (including know-how, trade secrets, customer lists, proprietary information, inventions, engineering, tests and test results, methods, procedures and formulae) connected with the use of and symbolized by any Patents, Trademarks, Copyrights, Websites or Domain Names of such Grantor;

(w) any other intellectual property of such Grantor;

(x) all rights under all present and future leases of real and personal property;

(y) all other tangible or intangible personal property not otherwise described above;

and

(z) all accessions to, substitutions for and replacements, Proceeds, Supporting Obligations and products of any of the foregoing and, to the extent not otherwise included, all payments under insurance (including the Life Insurance Policies and the Existing Subordinated Lenders Life Insurance Policies), or any indemnity, warranty or guaranty payable by reason of loss or damage or otherwise in respect of any of the foregoing.

Notwithstanding the foregoing, and with respect to the grant of security interests and liens hereunder only, the term "Collateral" shall not include, and the Grantors shall not be deemed to have granted a security interest in (collectively, "Excluded Property"): (i) any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed) to the extent, but only to the extent, that a grant of a security interest therein constitutes or results in the abandonment, invalidation or unenforceability of any right, title or interest of the applicable Grantor in such property and then only to the extent that any law, rule or regulation or contractual provision giving rise to such abandonment, invalidation or unenforceability would not be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law, including without limitation, any bankruptcy or insolvency law,

or principles of equity, (ii) any license or permit from any Governmental Authority or any of the Grantors' rights or interests in any contract or agreement to which any such Grantor is a party, in each case, to the extent, but only to the extent, that the terms of any such license, permit, contract or agreement expressly prohibit the granting of a lien or an assignment by such Grantor with respect to such license, permit, contract or agreement and then only to the extent that (A) any necessary consent to such grant or assignment shall have not been obtained and (B) the terms of any such license, permit, contract or agreement are not rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law, including without limitation, any bankruptcy or insolvency law, or principles of equity, (iii) any of the issued and outstanding equity interests of any Foreign Subsidiary entitled to vote (within the meaning of Treas. Reg. Section 1.956-2(c)(2)) which are in excess of 65% (or such greater percentage that (A) could not reasonably be expected to cause the undistributed earnings of such Foreign Subsidiary as determined for United States federal income tax purposes to be treated as a deemed dividend to such Foreign Subsidiary's United States parent or (B) could not reasonably be expected to cause any material adverse tax consequences) of the total issued and outstanding equity interests of such Foreign Subsidiary entitled to vote (within the meaning of Treas. Reg. Section 1.956-2(c)(2)) and (iv) any deposit account that is used solely for payment of payroll; *provided, however*, that (x) immediately and automatically upon the ineffectiveness, lapse, cessation or termination of any provision of any contract, agreement, indenture, permit, license, any law or any condition or circumstance, the existence of which caused any asset or property to constitute "Excluded Property" hereunder, such asset or property shall no longer constitute "Excluded Property" hereunder and the Collateral shall include, and the applicable Grantor shall be deemed to have granted a security interest in and lien on, all such Grantor's rights and interests in such asset or property as if such provision, law, condition or circumstance had never been in effect, (y) "Excluded Property" shall in no event include, and the Grantors shall be deemed to have granted to the Collateral Agent a security interest in and lien on, any Account, account receivable, money or other amounts due or to become due to the Grantors under any license, permit, contract or agreement referred to in clause (ii) above and (z) "Excluded Property" shall in no event include, and the Grantors shall be deemed to have granted to the Collateral Agent a security interest in and lien on, any and all proceeds from the sale or other disposition of Excluded Property.

3. Secured Obligations. The security interest hereby granted shall secure the due and punctual payment and performance of the following liabilities and obligations of the Credit Parties (herein called the "Secured Obligations"):

- (a) the Obligations (as defined in the Credit Agreement);
- (b) all obligations and liabilities of the Guarantors to the Secured Parties under the Credit Agreement and the other Loan Documents, whether such obligations and liabilities are direct or indirect, absolute or contingent, due or to become due or now existing or hereafter arising; and
- (c) any and all other obligations and Indebtedness of any of the Grantors to the Secured Parties or any of them, whether direct or indirect, absolute or contingent, due or to become due or now existing or hereafter incurred under the Credit Agreement or any other Loan Document or under any Hedging Agreement permitted by the Credit Agreement, or otherwise, all as amended from time to time, including, without limitation, any and all other fees, premiums or penalties.

4. Perfection Certificate. Each of the Grantors has delivered to the Collateral Agent a Perfection Certificate in the form appended hereto as Schedule I. Each Grantor represents that the completed Perfection Certificate delivered to the Collateral Agent is true and correct in all material respects and the facts contained in such certificate are accurate in all material respects. Each Grantor

shall supplement the Perfection Certificate promptly after obtaining information which would require a correction or addition to the Perfection Certificate.

5. Special Warranties and Covenants of the Grantors. Each Grantor hereby warrants and covenants to the Secured Parties that:

(a) Schedule I for each Grantor attached hereto accurately sets forth the following information for such Grantor: (i) the exact legal name of such Grantor; (ii) the type of organization of such Grantor; (iii) the jurisdiction of organization of such Grantor; (iv) the organizational identification number of such Grantor or, if the Grantor does not have an organizational number, a statement that the Grantor has none; and (v) the chief executive office and the current locations of all Collateral of such Grantor. No Grantor will (x) change its type of organization, jurisdiction of organization, or other legal structure except as otherwise permitted under the Credit Agreement, (y) change its chief executive office or the location of any Collateral from the locations set forth in the respective Schedule I, except in connection with sales and dispositions of Collateral permitted by the Credit Agreement, or (z) make any change in such Grantor's name or mailing address or organizational identification number if it has one, or conduct the Grantor's business operations under any fictitious business name or trade name, without, in the case of this clause (z), at least thirty (30) days' prior written notice to the Collateral Agent. If any Grantor does not have an organizational identification number and later obtains one, such Grantor will forthwith notify the Collateral Agent of such organizational identification number.

(b) Except for the security interest created hereunder and as otherwise expressly permitted by the Credit Agreement, each Grantor is the owner of its Collateral free from any lien, security interest or encumbrance and each Grantor will defend its Collateral against all claims and demands of all persons at any time claiming the same or any interest therein

(c) No Grantor holds any commercial tort claims, as defined in Article 9 of the UCC, except as indicated on the respective Schedule I of such Grantor attached hereto. If any of the Grantors shall at any time acquire a commercial tort claim, such Grantor shall immediately notify the Collateral Agent in a writing signed by such Grantor of the brief details thereof and grant to the Collateral Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Collateral Agent.

(d) No Grantor will sell or otherwise dispose of any Collateral or any interest therein nor will any Grantor create, incur or permit to exist any mortgage, lien, charge, encumbrance or security interest whatsoever with respect to any Collateral except as permitted by the Credit Agreement or otherwise consented to in writing by the Secured Parties.

(e) Except for Collateral that is obsolete or no longer used in such Grantor's business, such Grantor will keep the Collateral in good order and repair (normal wear excepted) and adequately insured at all times in accordance with the provisions of the Credit Agreement. The Grantors will pay promptly when due all taxes and assessments on the Collateral or for its use or operation, except for taxes and assessments permitted to be contested as provided in the Credit Agreement. Following the occurrence and during the continuance of an Event of Default, the Collateral Agent may at its option discharge any taxes, liens, security interests or other encumbrances to which any Collateral is at any time subject (other than those permitted by the Credit Agreement), and may, upon the failure of the Grantors to do so in accordance with the Credit Agreement, purchase insurance on any Collateral and pay for the repair, maintenance or preservation thereof in the exercise of its reasonable credit judgment concerning such Collateral, and each Grantor agrees to reimburse the Collateral Agent on demand for any payments or expenses incurred by the Collateral Agent or the other Secured Parties pursuant to the foregoing authorization and any unreimbursed amounts shall constitute Secured Obligations for all purposes hereof.



(f) No consent of any third party is required for any transfer by a Grantor to the Collateral Agent, or from the Collateral Agent to any third party of any Collateral following an Event of Default.

(g) Each Grantor will promptly execute and deliver to the Collateral Agent, or authorize the filing by the Collateral Agent of, such financing statements, certificates and other documents or instruments (including, without limitation, this Agreement and licenses to use software and other property protected by copyright), in such offices (including, without limitation, the United States Patent and Trademark Office, appropriate state trademark offices, and the United States Copyright Office), with or without such Grantor's signature, as may be reasonably necessary to enable the Collateral Agent to perfect or from time to time renew the security interest granted hereby and in any additional Collateral hereafter acquired by such Grantor or in any replacements or proceeds thereof. Each Grantor authorizes and appoints the Collateral Agent, in case of need, to execute, as applicable, and file such financing statements, certificates and other documents pertaining to the Secured Parties' security interest in the Collateral in its stead if such Grantor fails to so execute or file such documents, with full power of substitution, as such Grantor's attorney in fact. The Collateral Agent may from time to time request and each Grantor shall deliver copies of all customer lists and vendor lists.

(h) Each Grantor agrees that the Collateral Agent may, at any time and from time to time file in any jurisdiction financing statements and amendments thereto that (i) indicate the Collateral (x) as all assets of such Grantor or words of similar effect, regardless of whether any particular asset falls within the scope of Article 9 of the UCC of such jurisdiction or (y) as being of an equal or lesser scope or with greater detail and (ii) which contain any other information required by Article 9 of the UCC (including Part 5 thereof) for the sufficiency or filing office acceptance of any financing statement or amendment, including whether any Grantor is an organization, the type of organization and any organization identification number issued to such Grantor. The Grantors agree to furnish any such information to Collateral Agent promptly upon request.

(i) The records concerning all accounts, accounts receivable and other intangible Collateral of each Grantor are and will be kept (and all billing and collection activities conducted by each such Grantor will at all times take place) at the address shown in the respective Schedule I pertaining to such Grantor as the chief executive office of such Grantor or as otherwise set forth in the Perfection Certificate (in each case subject to Section 5(a)).

(j) If any Collateral of any Grantor is at any time in the possession of a bailee, such Grantor shall promptly notify the Collateral Agent and, if requested by the Collateral Agent, the Grantors shall obtain an acknowledgment, in form and substance reasonably satisfactory to Collateral Agent, of any bailee having possession of any of the Collateral that such bailee holds such Collateral for Collateral Agent and shall act upon the instructions of the Collateral Agent, without further consent of the Grantors. Such instructions shall only be given to a bailee following the occurrence and during the continuance of an Event of Default.

(k) Schedules II, III, IV, and V hereto, respectively, are true, correct and complete lists as of the date hereof of all Patents, Trademarks, Copyrights, Websites and Domain Names (collectively, the "Intellectual Property") used or owned by the Grantors.

(l) Each Grantor is, and, as to the Patents, Trademarks, and Copyrights acquired by it from time to time after the date hereof, such Grantor will be, except as indicated on the schedules attached hereto, the sole and exclusive owner or, as applicable, the exclusive or nonexclusive licensee of all such Patents, Trademarks, and Copyrights.

(m) The Grantors are the sole and exclusive owners of the Websites and Domain Name registrations listed on Schedule V hereto and have registered such Domain Names with the ICANN-accredited domain name registrar set forth opposite such Domain Name on Schedule V. The administrative contacts for each domain name registrar are set forth on Schedule V. Each Domain Name has not been registered with any other domain name registrar.

(n) The Grantors have made and will continue to make all necessary filings and recordations from time to time and have used and will continue to use appropriate statutory notice to protect their interests in the Collateral, including, without limitation, registration of their Websites and Domain Names with the appropriate domain name registrars, and the appropriate recordations of their interests in the Patents and Trademarks in the United States Patent and Trademark Office and in corresponding offices wherever they do business using such Patents and Trademarks throughout the world and their claims to all Copyrights in the United States Copyright Office, and as otherwise requested from time to time by the Collateral Agent, but in any event, in a manner consistent with commercially reasonable business practices. The Grantors will properly maintain and protect all Patents, Trademarks, Copyrights, Websites and Domain Names material to their business and in accordance with all laws, rules and regulations applicable to all of the Patents, Trademarks, Copyrights, Websites and Domain Names.

(o) The Grantors will take all commercially reasonable measures customarily taken by companies engaged in the same or similar businesses, whether by action, suit or proceeding or otherwise, to prevent the infringement or counterfeiting by others of any of the Patents, Trademarks, Copyrights, Websites or Domain Names material to their business and for that purpose the Grantors agree to take commercially reasonable measures to diligently maintain any action, suit or proceeding against any Person so infringing as is necessary to prevent such infringement or as is necessary to protect such Patents, Trademarks, Copyrights, Websites or Domain Names. The Grantors will not permit to lapse or become abandoned, settle or compromise any pending or future litigation or administrative proceeding with respect to any Patent, Trademark, Copyright, Website or Domain Name material to their business without the consent of the Collateral Agent, which shall not be unreasonably withheld, conditioned or delayed.

(p) If the Grantors file a Patent, Trademark, Copyright, Website or Domain Name application, then the Grantors will provide written notice to the Collateral Agent within 60 days of such application. The Grantors shall file and prosecute diligently all applications for registration of Patents, Trademarks, Copyrights, Websites and Domain Names now or hereafter pending that would be necessary to the business of the Grantors to which any such applications pertain, and to do all acts, in any such instance, necessary to preserve and maintain all rights in such applications and in all registered Patents, Trademarks, Copyrights, Websites or Domain Names material to their business. Any and all costs and expenses incurred in connection with any such actions shall be borne by the Grantors. The Grantors shall not abandon any right to file a Patent, Trademark, Copyright, Website or Domain Name application or any pending Patent, Trademark, Copyright, Website or Domain Name application or any registered Patent, Trademark, Copyright, Website or Domain Name, in each case material to their business, without the consent of the Collateral Agent, which shall not be unreasonably withheld, conditioned or delayed.

(q) Each Grantor will, promptly following its becoming aware thereof, notify the Collateral Agent of (i) any materially adverse determination in any proceeding in the United States Patent and Trademark Office or United States Copyright Office with respect to any Patent, Trademark or Copyright material to such Grantor's business; (ii) any written claim received that such Grantor determines in its reasonable business judgment could affect such Grantor's claim of ownership in or right to use any of the Collateral, its right to register any of the Collateral, or its right to keep and maintain such registration in full force and effect, or (iii) the institution of any proceeding or any materially adverse determination in any federal, state, local or foreign court or administrative bodies regarding such

Grantor's claim of ownership in or right to use any of the Collateral, its right to register any of the Collateral, or its right to keep and maintain such registration in full force and effect.

(r) Without in any way limiting the obligation of the Grantors to obtain the consent of the Secured Parties to the opening of any deposit account if required in accordance with the Credit Agreement, prior to establishing any deposit account or lockbox account with any depository institution, each Grantor will execute and deliver, and cause any such institution to execute and deliver, to the Collateral Agent a Control Agreement with respect to such deposit account or lockbox account and take, or cause to be taken, any other actions deemed reasonably necessary by the Collateral Agent to obtain "control" of such deposit account (as such term is defined in Section 9-104 of the UCC), except to the extent that a Control Agreement is not required to be obtained with respect such deposit account as expressly provided in Section 6.16 of the Credit Agreement.

(s) If any Grantor is at any time a beneficiary under a letter of credit now or hereafter issued in favor of such Grantor, such Grantor shall promptly notify the Collateral Agent thereof and, upon the occurrence and during the continuance of an Event of Default, at the request and option of the Collateral Agent, such Grantor shall either (i) arrange for the issuer and any confirmer of such letter of credit to consent to an assignment to the Collateral Agent for itself and the benefit of the other Secured Parties of the proceeds of any drawing under the letter of credit or (ii) arrange for the Collateral Agent to become the transferee beneficiary of the letter of credit, with the Collateral Agent agreeing, in each case, that the proceeds of any drawing under the letter of credit are to be applied as provided in the Credit Agreement. In addition, if requested by the Collateral Agent, such Grantor shall deliver such letter of credit to the Collateral Agent.

(t) To the extent any Account or contract or other writing relating thereto held by any Grantor is evidenced by a promissory note or other Instrument or any Grantor otherwise holds or acquires possession of any promissory note or other Instrument or any tangible chattel paper, such Grantor will promptly deliver the same to the Collateral Agent to be held as Collateral hereunder, together with an endorsement thereof or other instrument of transfer reasonably satisfactory in form and substance to the Collateral Agent.

(u) If any Grantor shall at any time hold or acquire any investment property or Electronic Chattel Paper, such Grantor shall promptly notify the Collateral Agent and shall execute and deliver, or cause to be executed and delivered, such documents and agreements and take, or cause to be taken, such other actions as the Collateral Agent may reasonably request for the Collateral Agent to obtain "control" of such investment property or Electronic Chattel Paper under the UCC.

(v) The Grantors shall at any time and from time to time execute and deliver, or cause to be executed and delivered, such other agreements, instruments, certificates and documents and take, or cause to be taken, such other actions as the Collateral Agent may reasonably request to insure the continued protection, perfection and priority of the Collateral Agent's security interest in any of the Collateral.

6. Fixtures, etc. It is the intention of the parties hereto that none of the Collateral shall become Fixtures and each Grantor will take all such action or actions as may be necessary to prevent any of the Collateral from becoming Fixtures. Without limiting the generality of the foregoing, each Grantor will (i) obtain a Landlord's Waiver and Consent in form satisfactory to the Collateral Agent, from each lessor of Material Leasehold Property on which any of the Collateral is or is to be located to the extent requested by the Collateral Agent and (ii) obtain a Customer's Consent in form satisfactory to the Collateral Agent, from each customer to the extent requested by the Collateral Agent or as otherwise required under the Credit Agreement.

7. Events of Default. As used herein, an "Event of Default" shall mean the occurrence of an Event of Default under the Credit Agreement.

8. Rights and Remedies of Secured Parties. Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent and the other Secured Parties shall have the following rights and remedies:

(a) All rights and remedies provided by law, including, without limitation, those provided by the UCC;

(b) All rights and remedies provided in this Agreement; and

(c) All rights and remedies provided in the Credit Agreement, or in the Loan Documents, or in any other agreement, document or instrument pertaining to the Secured Obligations.

9. Royalty Free License. Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent has the right to dispose of any of the Collateral which is subject to a Patent, Trademark or Copyright which any of the Grantors own or control through a license or otherwise, and such Grantor grants to the Secured Parties a royalty free license (to the extent such rights are assignable) to use any such Patent, Trademark or Copyright, in addition to the grant of any security interest granted to the Secured Parties in such Patent, Trademark or Copyright to dispose of any such Collateral. Such royalty free license shall extend to any person or persons purchasing such Collateral from the Secured Parties.

10. Right of Collateral Agent to Dispose of Collateral, etc. Upon the occurrence and during the continuance of any Event of Default, but subject to the provisions of the UCC or other applicable law (except as waived herein), the Collateral Agent shall have the right to take possession of the Collateral and, in addition thereto, the right to enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom. The Collateral Agent may require the Grantors to make the Collateral available to the Collateral Agent at a place to be designated by the Collateral Agent or transfer any information related to the Collateral to the Collateral Agent by electronic medium. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Collateral Agent will give the Grantors at least ten (10) days' prior written notice in accordance with Section 19 hereof of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Any such notice shall be deemed to meet any requirement hereunder or under any applicable law (including the UCC) that reasonable notification be given of the time and place of such sale or other disposition. The Collateral Agent may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

11. Right of Collateral Agent to Use and Operate Collateral, etc. Upon the occurrence and during the continuance of any Event of Default, but subject to the provisions of the UCC or other applicable law, the Collateral Agent shall have the right and power to (a) take possession of all or any part of the Collateral, and to exclude the Grantors and all persons claiming under the Grantors wholly or partly therefrom, and thereafter to hold, store, and/or use, operate, manage and control the same and (b) grant a license to use, or cause to be granted a license to use, any or all of the Patents, Trademarks and Copyrights (in the case of Trademarks, along with the goodwill associated therewith, and in the case of Trademark licenses, subject to the quality control provisions of the original licenses) or any part thereof, in each case free of all rights and claims of the Grantors therein and thereto. Upon any such taking of possession, the Collateral Agent may, from time to time, at the expense of the Grantors, make all such

repairs, replacements, alterations, additions and improvements to and of the Collateral as the Collateral Agent may deem proper. In any such case the Collateral Agent shall have the right to manage and control the Collateral and to carry on the business and to exercise all rights and powers of the Grantors in respect thereto as the Collateral Agent shall deem best, including the right to enter into any and all such agreements with respect to the operation of the Collateral or any part thereof as the Collateral Agent may see fit; and the Collateral Agent shall be entitled to collect and receive all rents, issues, profits, fees, revenues and other income of the same and every part thereof. Such rents, issues, profits, fees, revenues and other income shall be applied to pay the expenses of holding and operating the Collateral and of conducting the business thereof, and of all maintenance, repairs, replacements, alterations, additions and improvements, and to make all payments which the Collateral Agent may be required or may reasonably elect to make, if any, for taxes, assessments, insurance and other charges upon the Collateral or any part thereof, and all other payments which the Collateral Agent may be required or authorized to make under any provision of this Agreement (including legal costs and reasonable attorneys' fees). The remainder of such rents, issues, profits, fees, revenues and other income shall be applied as provided in Section 13.

12. Collection of Accounts Receivable, etc. Upon the occurrence and during the continuance of an Event of Default, each Grantor irrevocably authorizes the Collateral Agent at any time and from time to time in the sole discretion of the Collateral Agent and appoints the Collateral Agent as its attorney in fact (a) to endorse and collect any cash proceeds of the Collateral; (b) to apply the payments on and collections and proceeds of such Grantor's Accounts and accounts receivable in accordance with Section 2.6(b) of the Credit Agreement; (c) to endorse the name of such Grantor upon items of payment and/or proceeds of Collateral of the Grantors and upon any chattel paper, document, instrument, invoice or similar document or agreement relating to any Account or account receivable of the Grantors or goods pertaining thereto; (d) to take control in any manner of any item of payment or proceeds thereof; (e) to have access to any lock box or postal box into which any mail of such Grantor is deposited; (f) to open and process all mail addressed to such Grantor and deposited in any lock box or postal box of such Grantor or otherwise; (g) to sell or assign any Accounts or account receivable of such Grantor upon such terms, for such amounts and at such time or times as the Collateral Agent deems advisable; (h) to notify any parties obligated on any of the Accounts and accounts receivable of such Grantor to make payment directly to the Collateral Agent of any amounts due or to become due; (i) to demand payment or enforce payment of the Accounts or accounts receivable of such Grantor in the name of the Collateral Agent or such Grantor; (j) to sign such Grantor's name on any invoice or bill of lading relating to the Accounts or accounts receivable of such Grantor, any drafts against any party obligated on any such Accounts or accounts receivable and any assignments and verifications of such Accounts or accounts receivable; (k) to exercise all of such Grantor's rights and remedies with respect to the collection of the Accounts of such Grantor and any other Collateral; (l) to settle, adjust, compromise, extend or renew the Accounts and accounts receivable of such Grantor; (m) to settle, adjust or compromise any legal proceedings brought to collect the Accounts and accounts receivable of such Grantor; (n) to prepare, file and sign such Grantor's name on a proof of claim in bankruptcy or similar document against any party obligated on any of the Accounts and accounts receivable of such Grantor; (o) to prepare, file and sign such Grantor's name on any notice of Lien, assignment or satisfaction of Lien or similar document in connection with the Accounts or account receivables of such Grantor; and (p) to do all other acts and things reasonably necessary to carry out this Agreement; and such Grantor agrees to reimburse the Collateral Agent on demand for any payment made or any reasonable expense incurred by the Collateral Agent in connection with any of the foregoing; *provided* that, this authorization shall not relieve such Grantor of any of its obligations under this U.S. Security Agreement or under the Credit Agreement. All acts of said attorney or designee are hereby ratified and approved. The powers conferred on the Collateral Agent, for the benefit of the Agents and Lenders, under this Section 12 are solely to protect the Collateral Agent's interests in the Collateral and shall not impose any duty upon the Collateral Agent or any Lender to exercise any such powers.

13. Proceeds of Collateral. Any proceeds of Collateral consisting of collections of or payments on Accounts or accounts receivable of the Grantors or proceeds from the sale, lease or other disposition of or realization on Collateral, in each case, received by the Collateral Agent after the occurrence and during the continuance of an Event of Default shall be applied to the payment of the Secured Obligations by the Collateral Agent in accordance with the terms of Section 2.6(b) of the Credit Agreement, and any surplus shall be returned to the Grantors or to any person or party lawfully entitled thereto (including, if applicable, any subordinated creditors of the Grantors). By way of enlargement and not by way of limitation of the rights of the Collateral Agent under applicable law or the Credit Agreement or the other Loan Documents, the Collateral Agent shall allocate the proceeds of the Collateral to the Secured Obligations (including without limitation, the Term Loans) in accordance with the terms of the Credit Agreement. In the event that the proceeds of any sale, lease or other disposition of or realization on the Collateral hereunder are insufficient to pay all of the Secured Obligations in full, the Grantors will be liable for the deficiency, together with interest thereon at the maximum rate provided in the Credit Agreement, and the cost and expenses of collection of such deficiency, including (to the extent permitted by law), without limitation, reasonable attorneys' fees, expenses and disbursements in accordance with Section 10.3 of the Credit Agreement.

14. Credit Agreement, etc. Notwithstanding any other provision of this Agreement, the rights of the parties hereunder are subject to the provisions of the Credit Agreement, including the provisions thereof pertaining to the rights and responsibilities of the Collateral Agent. Subject to Section 25 hereof, in the event that any provision of this Agreement is in conflict with the terms of the Credit Agreement, the Credit Agreement shall control. Unless the context shall otherwise clearly indicate, the terms "Secured Party" and "Secured Parties" as used herein shall be deemed to include the Collateral Agent acting on behalf of the Secured Parties pursuant to the Credit Agreement. The term "Collateral Agent" as used herein shall include THL Corporate Finance, Inc., or any other Person acting as Collateral Agent for the Secured Parties pursuant to the terms of the Credit Agreement. Concurrently herewith, certain of the Grantors are executing and delivering to the Collateral Agent a Pledge Agreement of even date herewith pursuant to which such Grantors are pledging to the Collateral Agent for the benefit of the Lenders the Pledged Collateral (as defined in such Pledge Agreement). The pledge of the Pledged Collateral (as defined in such Pledge Agreement) shall be governed by the terms of such Pledge Agreement and not by the terms of this Agreement.

15. Waivers, etc. Each Grantor hereby waives presentment, demand, notice, protest and, except as is otherwise provided herein or in the other Loan Documents, all other demands and notices in connection with this Agreement or the enforcement of the Secured Parties' rights hereunder or in connection with any Secured Obligations or any Collateral; consents to and waives notice of the granting of renewals, extensions of time for payment or other indulgences to the other Grantors or to any account debtor in respect of any Account, including without limitation, any account receivable or to any other third party, or substitution, release or surrender of any Collateral, the addition or release of persons primarily or secondarily liable on any Secured Obligation or on any account receivable or other Collateral, the acceptance of partial payments on any Secured Obligation or on any account receivable or other Collateral and/or the settlement or compromise thereof. No delay or omission on the part of the Collateral Agent or the Secured Parties in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder. Any waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any future occasion. Each grantor further waives any right it may have under the laws of the State of New York, under the laws of any state in which any of the Collateral may be located, or under the laws of the United States of America, to notice (other than any requirement of notice provided herein) or to a judicial hearing prior to the exercise of any right or remedy provided by this Agreement to the Collateral Agent or the Secured Parties and waives its rights, if any, to object to, set aside or invalidate any sale duly consummated in accordance with the foregoing provisions hereof on the grounds (if such be the case) that the sale was consummated without a prior judicial hearing

or was not commercially reasonable. Each Grantor's waivers under this section have been made voluntarily, intelligently and knowingly and after such Grantor has been apprised and counseled by its attorneys as to the nature thereof and its possible alternative rights, and shall be construed and enforced to the fullest extent enforceable under applicable law.

16. Termination, Assignment, etc. When all the Secured Obligations have been paid in full (other than contingent indemnification obligations which have not been asserted) and have been terminated and the Commitments of the Lenders to make any Term Loan under the Credit Agreement have terminated or expired, this Agreement and the security interest in the Collateral created hereby shall terminate. In such event, the Collateral Agent agrees to execute appropriate releases of liens on the Collateral upon the request of the Grantors and at the Grantors' expense. No waiver by the Collateral Agent or by any other holder of Secured Obligations of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. In the event of a sale or assignment of part or all of the Secured Obligations by any Secured Party in accordance with the provisions of the Credit Agreement, each such Secured Party may assign or transfer its respective rights and interest under this Agreement in whole or in part to the purchaser or purchasers of such Secured Obligations, whereupon such purchaser or purchasers shall become vested with all of the powers and rights of the Secured Party hereunder.

17. Reinstatement. Notwithstanding the provisions of Section 16, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Collateral Agent or any other Secured Party in respect of the Secured Obligations is rescinded or must otherwise be restored or returned by any Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any of the Credit Parties or upon the appointment of any intervener or conservator of, or trustee or similar official for any Credit Party or any substantial part of any of their properties, or otherwise, all as though such payments had not been made.

18. Governmental Approval. Prior to or, where permitted, upon the exercise by the Collateral Agent of any power, right, privilege or remedy pursuant to this Agreement which requires any consent, approval, registration, qualification or authorization of any governmental authority or instrumentality, each Grantor will execute and deliver, or will cause the execution and delivery of, all applications, certificates, instruments and other documents and papers that the Collateral Agent, any Secured Party or any Grantor may be required to obtain for such governmental consent, approval, registration, qualification or authorization.

19. Notices. All notices, consents, approvals, elections and other communications hereunder shall be in writing (whether or not the other provisions of this Agreement expressly so provide) and shall be deemed to have been duly given if delivered in accordance with the terms of the Credit Agreement.

20. Joinder. Any other Person (including any new Subsidiary of any Credit Party that is required to become a party to this Agreement pursuant to Section 6.10 of the Credit Agreement) may become a party hereto by executing and delivering to the Secured Parties a joinder hereto substantially in the form of Exhibit A hereto and upon the execution and delivery of such joinder to the Collateral Agent shall become a Grantor hereunder and shall become bound by the terms and provisions hereof with the same force and effect as if originally named a Grantor herein. The obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor hereunder.

21. Amendment. No provision of this Agreement may be changed, modified, amended, restated, waived, supplemented, discharged, canceled or terminated orally or by any course of dealing or in any other manner other than by a written agreement signed by the Collateral Agent and the Grantors.

22. Entire Agreement. This Agreement and the other Loan Documents to which each Grantor is a party constitute the entire agreement between the Grantors and the Collateral Agent and the other Secured Parties with respect to the subject matter hereof and thereof, and supersede all prior agreements and understandings, if any, relating to the subject matter hereof or thereof. Any promises, representations, warranties or guarantees not herein contained and hereinafter made shall have no force and effect unless in writing signed by the parties hereto. Each party hereto acknowledges that it has been advised by counsel in connection with the negotiation and execution of this Agreement and is not relying upon oral representations or statements inconsistent with the terms and provisions hereof.

23. Miscellaneous. This Agreement shall inure to the benefit of and be binding upon the Secured Parties and be binding upon the Collateral Agent and each Grantor and their respective successors and assigns, *provided* that no Grantor may assign any of its rights or obligations hereunder without the prior written consent of the Secured Parties. The term "Secured Parties" shall be deemed to include any other holder of any of the Secured Obligations. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" should be construed to have the same meaning and effect as the word "shall." In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

24. Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the laws of the State of New York. Each Grantor, to the extent that it may lawfully do so, hereby consents to service of process, and to be sued, in any state or federal court located in the State of New York, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of its obligations hereunder or with respect to the transactions contemplated hereby, and expressly waives any and all objections it may have as to venue in any such courts. Each Grantor further agrees that a summons and complaint commencing an action or proceeding in any of such courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it in accordance with Section 19 hereof or as otherwise provided under the laws of the State of New York. Nothing in this Agreement shall affect any right the Collateral Agent or any Secured Party may otherwise have to bring an action or proceeding relating to this Agreement against any Grantor or its properties in the courts of any jurisdiction. EACH GRANTOR AND EACH SECURED PARTY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER PROCEEDING INSTITUTED BY OR AGAINST SUCH DEBTOR OR SUCH SECURED PARTY IN RESPECT OF ITS OBLIGATIONS HEREUNDER OR THE TRANSACTIONS CONTEMPLATED HEREBY.

25. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreements. If there is a conflict between the terms of the Intercreditor Agreements and this Agreement, the terms of the Intercreditor Agreements will control.

*[The remainder of this page is intentionally left blank.]*



IN WITNESS WHEREOF, the parties have executed this U.S. Security Agreement as a sealed instrument as of the date first above written.

GRANTORS:

CRS REPROCESSING, LLC

By: 

Name: Scott T. Massie  
Title: Chief Executive Officer

RDC CONSULTING, LLC

By: \_\_\_\_\_

Name: John P. Kirwin, III  
Title: President

Signature Page to U.S. Security Agreement

TRADEMARK  
REEL: 004567 FRAME: 0243  
TRADEMARK  
REEL: 006224 FRAME: 0432

IN WITNESS WHEREOF, the parties have executed this U.S. Security Agreement as a sealed instrument as of the date first above written.

GRANTORS:

CRS REPROCESSING, LLC

By: \_\_\_\_\_  
Name: Scott T. Massie  
Title: Chief Executive Officer

RDC CONSULTING, LLC

By:  \_\_\_\_\_  
Name: John P. Kirwin, III  
Title: President

COLLATERAL AGENT:

THL CORPORATE FINANCE, INC., as Collateral  
Agent

By: 

Name: Kundel M. Sani

Title: Managing Director

Signature Page to U.S. Security Agreement

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SCHEDULE I  
PERFECTION CERTIFICATE

See Attached.

REDACTED

SCHEDULE II

PATENTS




(including exclusive and non-exclusive licenses)

Owner	Country	Title	Registration/ Application Number	Registration/ Filing Date
CRS Reprocessing, LLC	U.S.	Vessel for Treating Liquids	5,628,901	May 13, 1997

SCHEDULE III

TRADEMARKS AND TRADENAMES

(including registrations and applications and exclusive and non-exclusive licenses)

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 (Stylized) 	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

SCHEDULE IV

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None.

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SCHEDULE V.

WEBSITES AND DOMAIN NAMES

(including domain name registrars and administrative contacts)

Domain Name	Expiration Date	Registrant	Registrar
www.crs-reprocessing.com	December 15, 2015	CRS Reprocessing, LLC	GoDaddy.com, Inc.



Exhibit A to U.S. Security Agreement

JOINDER, dated as of [\_\_\_\_\_] [\_\_\_\_], made by [\_\_\_\_\_] a [\_\_\_\_\_] (the "Additional Grantor"), in favor of THL Corporate Finance, Inc., as collateral agent (the "Collateral Agent"), for the Secured Parties. All capitalized terms not defined herein shall have the meaning ascribed to them in the U.S. Security Agreement referred to below.

WITNESSETH:

WHEREAS, CRS Reprocessing, LLC, a Delaware limited liability company (the "Borrower"), has entered into a Credit Agreement dated as of June 16, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the guarantors from time to time party thereto (the "Guarantors"), the lenders from time to time party thereto (the "Lenders"), the Collateral Agent, and THL Corporate Finance, Inc., as administrative agent (the "Administrative Agent"), pursuant to which the Lenders agreed, subject to the terms and conditions set forth therein, to make certain loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Affiliates (other than the Additional Grantor) have entered into a U.S. Security Agreement, dated as of June 16, 2011 (as amended, supplemented or otherwise modified from time to time, the "U.S. Security Agreement"), in favor of the Collateral Agent for the benefit of the Secured Parties;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the U.S. Security Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Joinder in order to become a party to the U.S. Security Agreement;

NOW, THEREFORE, IT IS AGREED:

1. U.S. Security Agreement. By executing and delivering this Joinder, the Additional Grantor, as provided in Section 20 of the U.S. Security Agreement, hereby becomes a party to the U.S. Security Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. In furtherance of the foregoing, the Additional Grantor, as security for the Secured Obligations, does hereby create and grant to the Collateral Agent for itself and for the benefit of the other Secured Parties a security interest in and lien on all of the Additional Grantor's right, title and interest in and to the Collateral (as defined in the U.S. Security Agreement) of the Additional Grantor. Schedule 1 attached hereto is added as an additional Schedule 1 to the U.S. Security Agreement and the information set forth in Annex 1 hereto is hereby added to the information set forth in the other Schedules to the U.S. Security Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in the U.S. Security Agreement is true and correct on and as the date hereof (after giving effect to this Joinder) as if made on and as of such date.

2. Governing Law. THIS JOINDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Joinder to be duly executed and delivered as a sealed instrument as of the date first above written.

[ADDITIONAL GRANTOR]

By: \_\_\_\_\_  
Name:  
Title:

Schedule I to Joinder

[Attach Perfection Certificate for Additional Grantor]

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Annex 1 to the Joinder

Supplement to Schedule II

Supplement to Schedule III

Supplement to Schedule IV

Supplement to Schedule V

Supplemental to Schedule VI

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RECORDED: 06/22/2011  
RECORDED: 12/08/2017

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