INDEX NO.

RECEIVED NYSCEF: 02/20/2018

NYSCEF DOC. NO. 3

AMENDED LOAN AND SECURITY AGREEMENT

THIS AMENDED LOAN AND SECURITY AGREEMENT is entered into on April 24, 2015 (the "Effective Date"), by and among TY TAL PARTNERS SBIC, L.P., a Delaware limited partnership, as agent (in such capacity, as agent, including its successors and assigns, "Agent"), for itself and each other financial institution from time to time party hereto as lenders (collectively "Lenders" and each a "Lender"), and TARINE INC., a Delaware corporation ("Deepcor" and together with any additional Person that at any time after the date hereof becomes an additional borrower to this Agreement, each individually a "Borrower" and collectively, the "Borrowers").

SECTION 1. Definitions

1.1 **Defined Terms**. As used in this Agreement:

Accounts shall mean collectively (a) any right to payment of a monetary obligation, whether or not earned by performance, (b) without duplication, any "account" (as that term is defined in the Uniform Commercial Code now or hereafter in effect), any accounts receivable (whether in the form of payments for services rendered or goods sold, rents, license fees or otherwise), any "payment intangibles" (as that term is defined in the Uniform Commercial Code now or hereafter in effect) and all other rights to payment and/or reimbursement of every kind and description, whether or not earned by performance, (c) all accounts, General Intangibles, intellectual property, rights, remedies, guarantees, supporting obligations, letter of credit rights and security interests in respect of the foregoing, all rights of enforcement and collection, all books and records evidencing or related to the foregoing, and all rights under the Loan Documents in respect of the foregoing, (d) all information and data compiled or derived by, or on behalf of, any Borrowers or to which any Borrower is entitled in respect of or related to the foregoing, and (e) all Proceeds of any of the foregoing.

Acquisition Documents shall have the meaning set forth in Section 2.1(1) hereof.

Additional Tranche(s) shall mean an additional amount of Revolving Commitment in an amount not to exceed Nine Million Dollars (\$9,000,000) pursuant to Section 4.1.

Advance means any loan or extension of credit by Bank to Borrower including, without limitation, Revolving Advances and the Term Loan, or any of them as the context implies.

Advance Rates means the lending formula percentages set forth in the definition of Borrowing Base Amount.

<u>Affiliate</u> shall mean, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. Notwithstanding the foregoing, neither the Agent nor any Lender shall be deemed to be an Affiliate of any Loan Party or any Affiliate thereof.

Agent shall mean McLarty as set forth in the preamble to this Agreement.

Applicable Law shall mean, as to any Borrower or its assets, any law, ordinance, policy, manual provision, administrative guidance, statute, rule or regulation, or any determination of an