

# ASSIGNMENT

U.S. Small Business Administration

FOR VALUE RECEIVED, in accordance with SBA Form 750 executed by

Name of Lender: \_\_\_\_\_

("Lender" or "Assignor"), and in accordance with Loan Program Requirements, as that term is defined in 13 C.F.R. Part 120, Lender assigns, grants, conveys and transfers to the Assignee, the U.S. Small Business Administration ("SBA"), all right, title and interest in and to SBA 7(a) Loan

Number: \_\_\_\_\_ made to Name of Borrower: \_\_\_\_\_

on Date: \_\_\_\_\_ including all Loan Documents, Loan Instruments, and any associated security instruments, mortgages or deeds of trust (the "Loan"). \*See attached addendum.

Assignor authorizes the United States of America on behalf of the SBA to ask, demand, receive, collect, sue and take all lawful actions for recovery of the moneys due or to become due on this Loan, and further that the United States of America on behalf of the SBA may avail itself of its remedies under 31 U.S.C. § 3701, *et seq.*, and/or any other remedies available at law or equity for collection of the Loan and the claim or debt evidenced by the Loan.

Assignor has not done and will not do anything to hinder or prevent the United States of America on behalf of the SBA from enforcing recovery on this Loan. Assignor agrees to timely execute such other documents as are requested by SBA to effectuate recordation or as otherwise requested by SBA to assist it in collection of the Loan. In the event that after the date hereof, Assignor receives any payment or any value of any kind with respect to the Loan or obligations secured or evidenced thereby, Assignor shall hold the same in trust for Assignee and shall immediately deliver the guaranteed share to Assignee. The Assignor agrees that SBA reserves all rights and authority under 13 C.F.R. Part 120, including without limitation under 13 C.F.R. § 120.524. This Assignment shall be interpreted and construed under federal law.

The Assignor's address is:

Lender Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

The Assignee address is: United States of America, Small Business Administration,  
(Please mark the applicable address)

National Guaranty Purchase Center (NGPC)  
1145 Herndon Parkway Suite 900  
Herndon, VA 20170

Commercial Loan Service Center (CLSC) - AR  
2120 Riverfront Drive Suite 100  
Little Rock, AR 72202

Commercial Loan Service Center (CLSC) - CA  
801 R Street Suite 101  
Fresno, CA 93721

In witness whereof, Lender, through its authorized representative and officer listed below, has executed this instrument on Date: \_\_\_\_\_

Name of Lender: \_\_\_\_\_

BY: \_\_\_\_\_  
[Signature of Authorized Representative]

Print Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Certificate of Acknowledgement

City/County of \_\_\_\_\_ )  
State of \_\_\_\_\_ ) to wit:

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me in the aforesaid jurisdiction, a Notary Public in and for the said jurisdiction, personally appeared \_\_\_\_\_, the \_\_\_\_\_ for \_\_\_\_\_, who is known to me personally (or satisfactorily proven to me) to be the person whose name is subscribed to within instrument and acknowledged that he/she executed the same for the purposes and in the capacity therein contained.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

Notary No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Stamp/Seal:

## Addendum

Lender \_\_\_\_\_ also assigns the following judgment(s) obtained on the underlying Loan (“Judgment”):

Against: \_\_\_\_\_

Court: \_\_\_\_\_

Index No./Case No. \_\_\_\_\_

Date: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

A portion of the underlying obligation that resulted in the Judgment was a loan that was not guaranteed by the SBA. Therefore, Lender retains the sum of \$ \_\_\_\_\_ that was awarded in the Judgment.

Lender understands that certain jurisdictions may require additional actions to assign judgments, and Lender agrees to take further actions as appropriate, if requested by Assignee.