

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Velocity Financial Group, Inc.		04/21/2008	INC. ASSOCIATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Capital Financial Services, Inc.		
<b>Street Address:</b>	2 Bethesda Metro Center		
<b>Internal Address:</b>	14th Floor		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	INC. ASSOCIATION:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77263939	VELOCITY	
<b>Serial Number:</b>	77263976	V	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2123108000		
<b>Email:</b>	sue.chen-holmes@weil.com, suzanne.inglis@weil.com		
<b>Correspondent Name:</b>	Sue Chen-Holmes c/o Weil Gotshal Manges		
<b>Address Line 1:</b>	767 Fifth Ave		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	14082.0249.CA		
<b>NAME OF SUBMITTER:</b>	Sue Chen-Holmes		
<b>Signature:</b>	/Sue Chen-Holmes/		

CH \$65.00 77263939

Date:

04/22/2008

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 21, 2008, by Velocity Financial Group, Inc. (the "Grantor" or the "Borrower"), in favor of American Capital Financial Services, Inc. ("ACFS"), as agent for the Purchasers (as defined in the Purchase Agreement referred to below) (in such capacity, the "Agent").

### WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement, dated as of April 21, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), among Grantor, the Purchasers and ACFS, as agent for the Purchasers, the Purchasers have severally agreed to purchase the Notes upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is party to a Pledge and Security Agreement, dated as of April 21, 2008, in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and the Agent to enter into the Purchase Agreement and to induce the Purchasers to purchase the Notes thereunder, Grantor hereby agrees with the Agent as follows:

### SECTION 1. DEFINED TERMS

1.1 Unless otherwise defined herein, capitalized terms defined in the Purchase Agreement or in the Security Agreement and used herein have the meaning given to them in the Purchase Agreement or the Security Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

2.1 Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby pledges to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

### SECTION 3 SECURITY AGREEMENT

3.1 The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and 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.


[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

VELOCITY FINANCIAL GROUP, INC.,  
as Grantor

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

  
Name: FRANCIS J. CIRONE  
Title: CHIEF EXECUTIVE OFFICER

ACCEPTED AND AGREED  
as of the date first above written:

AMERICAN CAPITAL FINANCIAL  
SERVICES, INC.,  
as Agent

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

Name:

Title:

IN WITNESS WHEREOF, 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.

Very truly yours,

VELOCITY FINANCIAL GROUP, INC.,  
as Grantor

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

ACCEPTED AND AGREED  
as of the date first above written:

AMERICAN CAPITAL FINANCIAL  
SERVICES, INC.,  
as Agent

By: \_\_\_\_\_  
Name: *Robert K. Grunwald*  
Title: *Senior Vice President*

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

A. REGISTERED TRADEMARKS

None.

B. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Date Filed</u>	<u>Application Number</u>	<u>Status</u>
VELOCITY	August 24, 2007	77/263939	Published for opposition on April 1, 2008
V (stylized V and design)	August 24, 2007	77/263976	Scheduled to be published for opposition on April 22, 2008

C. TRADEMARK LICENSES

None.