

## 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
ISTO Technologies, Inc.		09/30/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Velocity Financial Group, Inc.		
Street Address:	8501 W. Higgins Road		
Internal Address:	Suite 420		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60631		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3336291	INQU	
Serial Number:	78705502	NUQU	
CORRESPONDENCE DATA			
Fax Number:	(773)243-1254		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(773) 243-1260		
Email:	janderson@velocityfg.com		
Correspondent Name:	James Anderson		
Address Line 1:	8501 W. Higgins Road		
Address Line 2:	Suite 420		
Address Line 4:	Chicago, ILLINOIS 60631		
ATTORNEY DOCKET NUMBER:	029012/22 (CRM)		
NAME OF SUBMITTER:	Camilla Rykke Merrick		

OP \$65.00 3336291

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TRADEMARK  
REEL: 003866 FRAME: 0444

Signature:

/Camilla Rykke Merrick/

Date:

10/07/2008

Total Attachments: 4

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## **GRANT OF SECURITY INTEREST IN TRADEMARKS**

WHEREAS, ISTO TECHNOLOGIES, INC., a Delaware corporation (the "Grantor"), having its principal offices at 155 Olivette Executive Parkway, Suite 200, St. Louis, Missouri 63132, is the owner of the trademarks, trademark registrations, trademark applications and is a party to the trademark licenses listed on Schedule A attached hereto (the "Trademarks");

WHEREAS, VELOCITY FINANCIAL GROUP, INC., a Delaware corporation, having its principal offices at 8501 W. Higgins Road, Suite 420, Chicago, Illinois 60631 (together with its successors and assigns, the "Secured Party"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to the Trademarks; and

WHEREAS, the Grantor is willing to assign and grant to the Secured Party a security interest in and lien upon the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and subject to the terms and conditions of the Senior Loan and Security Agreement dated as of September 30, 2008, between the Grantor and the Secured Party and the Trademark Grant of Security Interest dated as of September 30, 2008, between Grantor and Secured Party (collectively, as amended, modified, restated or replaced from time to time, the "Security Agreement"), the Grantor hereby grants and conveys to the Secured Party a security interest in, and a lien upon, all of Grantor's right, title and interest in and to the Trademarks and proceeds thereof, including, without limitation, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world and the goodwill of the business to which each of the Trademarks relates.

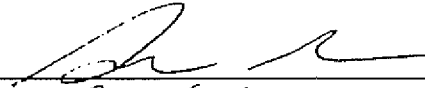
This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 30th day of September, 2008.

**GRANTOR:**

**ISTO TECHNOLOGIES, INC.**  
a Delaware corporation

By:   
Name: Scott Gill  
Title: Chief Financial Officer

**GRANTEE:**

**VELOCITY FINANCIAL GROUP, INC.**  
a Delaware corporation

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

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 30th day of September, 2008.

**GRANTOR:**

**ISTO TECHNOLOGIES, INC.**


a Delaware corporation

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

**GRANTEE:**

**VELOCITY FINANCIAL GROUP, INC.**

a Delaware corporation

By:  \_\_\_\_\_  
Name: Jan Blas  
Title: President

TRADEMARK

REEL: 003866 FRAME: 0448

**SCHEDULE A**  
**TO**  
**TRADEMARK GRANT OF SECURITY INTEREST**

<b>TRADEMARKS</b>	
<b>Name</b>	<b>Number</b>
INQU	3,336,291 – issued November/ 13, 2007
NUQU	78/705,502

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