

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Capital, Ltd.	FORMERLY Successor by merger to American Capital Financial Services, Inc.	11/04/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Velocity Financial Group, Inc., its successors and assigns		
<b>Street Address:</b>	401 Edgewater Place		
<b>Internal Address:</b>	Suite 509		
<b>City:</b>	Wakefield		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01880		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3448304	VELOCITY	
Registration Number:	3460911	V	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(781)486-6610		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7814866600		
<b>Email:</b>	janderson@velocityfg.com		
<b>Correspondent Name:</b>	James Anderson		
<b>Address Line 1:</b>	401 Edgewater Place		
<b>Address Line 2:</b>	Suite 105		
<b>Address Line 4:</b>	Wakefield, MASSACHUSETTS 01880		
<b>ATTORNEY DOCKET NUMBER:</b>	MZC/PXS-029012-00003		
<b>NAME OF SUBMITTER:</b>	Patrick J. Seul, Jr.		

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Signature:	/Patrick J. Seul, Jr./
Date:	11/05/2010
Total Attachments: 4 source=Termination and Release of Trademark Security Interest#page1.tif source=Termination and Release of Trademark Security Interest#page2.tif source=Termination and Release of Trademark Security Interest#page3.tif source=Termination and Release of Trademark Security Interest#page4.tif	

## **TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT**

This Termination and Release of Trademark Security Agreement (this "Release") is dated the 4th day of November, 2010, by and between Velocity Financial Group, Inc., a Delaware corporation (the "Company"), and American Capital Ltd. (as successor by merger to American Capital Financial Services, Inc.) (the "Lender").

### **RECITALS**

A. Pursuant to the terms of the Trademark Security Agreement between the Company and the Lender (the "Trademark Security Agreement") and recorded with the U.S. Patent and Trademark Office on April 22, 2008 at (Trademark Reel 3764 and Frame 0315), the Company granted to the Lender a continuing security interest in all of the Company's right, title and interest in, to and under the following, whether then existing or thereafter created or acquired (all of the following items or types of property referred to herein as the "Named Trademarks"):

1. trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments then and thereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of the Company's business symbolized by the foregoing and connected therewith, and (e) all of the Company's rights corresponding thereto throughout the world;

2. rights under or interests in any trademark license agreements or service mark license agreements with any other Person, whether the Company is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule A attached hereto and made a party hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory then or thereafter owned by the Company and then or thereafter covered by such; and

3. all proceeds of all of the foregoing.

B. The Lender has agreed to terminate and release its security interest and all of its right, title and interest in each of the Named Trademarks as herein provided.

C. All capitalized terms not defined herein shall have the meanings set forth in the Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender and the Company hereby agree as follows:

1. Release and Assignment. The Lender hereby terminates and releases its security interest in and lien on all of the Company's Named Trademarks, and the Lender hereby assigns and transfers to the Company, without recourse, all of the Lender's right, title and interest in and to each of the Named Trademarks, effective as of the date set forth above.

2. Acknowledgment and Acceptance. The Company hereby acknowledges and accepts the foregoing release and assignment by the Lender.

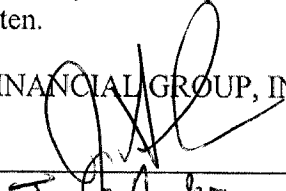
3. Counterparts. This Release may be executed in any number of counterparts which shall together constitute one and the same agreement.

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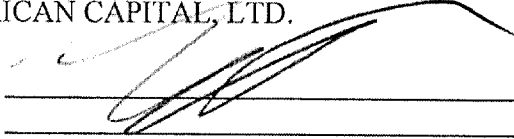
*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each of the parties hereto, by their respective officers, has executed this Release as of the day and year first above written.

VELOCITY FINANCIAL GROUP, INC.

By:   
Name: James Anderson  
Title: Chief Legal Officer

AMERICAN CAPITAL, LTD.

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

**Michael J. Messersmith  
Vice President and  
Deputy General Counsel**

**SCHEDULE A**

**TRADEMARKS AND SERVICE MARKS**

<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Serial Number</b>	<b>Filing Date</b>
VELOCITY	3448304	6/17/2008	77263939	8/24/2007
V (stylized V and design)	3460911	7/8/2008	77263976	8/24/2007

**TRADEMARK AND SERVICE MARK APPLICATIONS**

None.

**LICENSE AGREEMENTS**

None.

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