

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
VELOCITY TECHNOLOGY SOLUTIONS, INC.		03/24/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK, as Administrative Agent		
Street Address:	222 S. Riverside Plaza, 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3436006	DIGITALCONCOURSE.COM	
Registration Number:	3762113	DIGITAL CONCOURSE	
Registration Number:	3216091	VELOCITY OUTSOURCING	
Registration Number:	3233807	VELOCITY	
Serial Number:	77771494	VELOCITY ON-DEMAND	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		

OP \$140.00 3436006

900187550

TRADEMARK
REEL: 004506 FRAME: 0626

ATTORNEY DOCKET NUMBER:	6741.013
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	03/25/2011
<p>Total Attachments: 5 source=Velocity#page1.tif source=Velocity#page2.tif source=Velocity#page3.tif source=Velocity#page4.tif source=Velocity#page5.tif</p>	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 24th day of March, 2011, by Velocity Technology Solutions, Inc., a Delaware corporation ("Grantor"), in favor of Fifth Third Bank, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, Grantee and Lenders are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among Grantor, Velocity Technology Enterprises, Inc., a Delaware corporation, Velocity Technology Solutions I, Inc., a Delaware corporation, Digital Concourse, Inc., a Delaware corporation, Velocity Technology Solutions II, Inc., a Delaware corporation and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), including the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Without limiting any terms or conditions set forth in this Agreement, Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral (as defined below) granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark and application for Trademark set forth on Schedule 1 annexed hereto, together with any reissues, continuations, extensions or renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Miscellaneous. **THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (OTHER THAN 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).** Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Grantee, Lenders or Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Lenders and their respective successors and assigns. This Agreement is primarily for the purposes of recording in the United States Patent and Trademark Office. To the extent of any conflict between this Agreement and the Security Agreement, the provisions of the Security Agreement shall control.

[Signature pages follow]

SCHEDULE 1

TRADEMARK REGISTRATIONS

MARK	REGIS. NUMBER	REGIS. DATE
Digitalconcourse.com	3436006	05/27/08
Digital Concourse	3762113	03/23/10
Velocity Outsourcing	3216091	03/06/07
Velocity	3233807	04/24/07

TRADEMARK APPLICATIONS

MARK	SERIAL NUMBER	FILING DATE
Velocity On-Demand	77771494	06/30/09

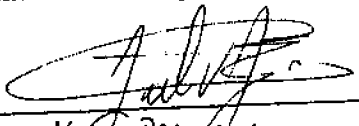
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**VELOCITY TECHNOLOGY SOLUTIONS,
INC., a Delaware corporation**

By 
Name: Stephen W. Shippee
Title: Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above

FIFTH THIRD BANK,
as Administrative Agent

By 
Its Vice President