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
Newtek Business Services, Inc.		06/16/2011	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Capital One, N.A.
Street Address:	1001 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	85172740	THE SBAUTHORITY INDEX
Serial Number:	85335217	A NEW WAY TO THINK ABOUT SMALL-BUSINESS IT
Serial Number:	85335200	CLOUD COMPUTING AUTHORITY
Serial Number:	85335159	THE CLOUD AUTHORITY
Serial Number:	85335148	THE CLOUD AUTHORITY
Serial Number:	85335142	CLOUD AUTHORITY
Serial Number:	85250770	THESBA.COM THE SMALL BUSINESS AUTHORITY POWERED BY NEWTEK
Serial Number:	85250741	THE SMALL BUSINESS AUTHORITY
Serial Number:	85250449	THE SMALL BUSINESS AUTHORITY HOUR
Serial Number:	85237159	NEWTEK PAYROLL SERVICES
Serial Number:	85237164	NEWTEK PAYROLL

OP $290.00 85172740

CORRESPONDENCE DATA

Fax Number: (404)962-6831

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:	404-885-3380
Email:	trademarks@troutmansanders.com
Correspondent Name:	F. Richard Rimer, Jr.
Address Line 1:	600 Peachtree Street NE
Address Line 2:	Suite 5200
Address Line 4:	Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	237890.7 NEWTEK TM SEC
NAME OF SUBMITTER:	F. Richard Rimer, Jr.
Signature:	/frr/
Date:	06/29/2011

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 16th day of June, 2011 by NEWTEK BUSINESS SERVICES, INC. ("Grantor"), in favor of CAPITAL ONE, N.A. ("Grantee").

WITNESSETH

WHEREAS, pursuant to the terms of a certain Amended and Restated Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in all of the assets of Grantor, including, without limitation, the Trademark Collateral (as hereinafter defined) to secure, among other things, all of the Guaranteed Obligations (as that term is defined in the Security Agreement).

NOW, THEREFORE, for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. To secure the payment and performance of the Guaranteed Obligations, Grantor hereby grants to Grantee, 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: any and all of the trademarks, trademark registrations and applications of the Grantor listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including, without limitation, any and all reissues, amendments, extensions or renewals thereof and all licenses thereof, any and all rights corresponding to any of the foregoing throughout the world, and the good will of the business to which each of those trademarks relates, and any and all accounts, contract rights, warranties, litigation claims and rights and other general intangibles of the Grantor related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including any and all license royalties and the proceeds of infringement suits), all payments and other distributions with respect thereto and any renewals, continuations, modifications and extensions of any and all of the foregoing. However, the Bank has not assumed any of the obligations or other liabilities of the Grantor under or respecting the Trademark Collateral, which remain the sole obligation of the Grantor.

The Grantor hereby authorizes the Bank to modify this Agreement (without the signature of the Grantor) by amending Schedule A hereto to include any and all future trademarks, trademark registrations and licenses, which are included as "Trademark Collateral" above.

This Agreement is not intended, and shall not be deemed or construed, to supersede, diminish or change any of the terms or provisions of the Security Agreement or any other document or instrument respecting the Guaranteed Obligations (the "Loan Documents"). All of the Bank's rights, powers, privileges and remedies with respect to the Trademark Collateral, whether established by this Agreement, the Security Agreement, any other Loan Document or applicable law, shall be cumulative and may be exercised singularly or concurrently in such order and manner as the Bank may elect. This Agreement shall continue in full force and effect for so long as any Guaranteed Obligations remain outstanding, and may be terminated, modified, amended or restated only in a document executed by the Bank. This Agreement shall be governed by, and construed and enforced in accordance with, the federal laws of the United States of America and, to the extent such laws are not applicable, the laws of the State of New York without regard to principles of conflicts of law (other than Section 5-1401 of the New York General Obligations Law).

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SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

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

NEWTEK BUSINESS SERVICES, INC.

By: _____
Name: Barry Sloane
Title: Chief Executive Officer

Accepted and Agreed as of the date first above written:

CAPITAL ONE, N.A.

By: _____
Name: Brian Talty
Title: Senior Vice President

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NEWTEK BUSINESS SERVICES, INC.

By: _____
Name: Barry Sloane
Title: Chief Executive Officer

Accepted and Agreed as of the date first above written:

CAPITAL ONE, N.A.

By: _____
Name: Brian Talty
Title: Senior Vice President

SCHEDULE I

TRADEMARK APPLICATIONS/REGISTRATIONS

Trademark Description	Application/ Registration Number	Application/ Registration Date
THE SBAUTHORITY INDEX	85172740	11/09/2010
A NEW WAY TO THINO ABOUT SMALL BUSINESS IT	85335217	6/01/11
CLOUD COMPUTING AUTHORITY	85335200	6/01/11
THE CLOUD AUTHORITY	85335159	6/01/11
THE CLOUD AUTHORITY	85335148	6/01/11
CLOUD AUTHORITY	85335142	6/01/11
THESBA.COM THE SMALL BUSINESS AURHORITY POWERED BY NEWTEK	85250770	2/24/11
THE SMALL BUSINESS AUTHORITY	85250741	2/24/11
THE SMALL BUSINESS AUTHORITY HOUR	85250449	2/24/11
NEWTEK PAYROLL SERVICES	85237159	2/08/11
NEWTEK PAYROLL	85237164	2/08/11

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