

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Grant of Security Interest in Trademark Rights	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Progress Financial Corporation		07/26/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Blackrock Kelso Capital Corporation		
Street Address:	c/o BlackRock Kelso Capital Advisors, LLC		
Internal Address:	40 East 52nd Street, 21st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3926075	VENTIVA	
Registration Number:	3926076	VENTIVA	
Serial Number:	77583279	VENTIVA	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-951-8000		
Email:	eileen.sullivan@bingham.com		
Correspondent Name:	Eileen Sullivan		
Address Line 1:	Bingham McCutchen LLP		
Address Line 2:	One Federal Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	3926075		
NAME OF SUBMITTER:	Eileen Sullivan		

OP \$90.00 3926075

Signature:	/eileen sullivan/
Date:	07/26/2011
Total Attachments: 5 source=BKCA-Progress Trademark Security Agreement#page1.tif source=BKCA-Progress Trademark Security Agreement#page2.tif source=BKCA-Progress Trademark Security Agreement#page3.tif source=BKCA-Progress Trademark Security Agreement#page4.tif source=BKCA-Progress Trademark Security Agreement#page5.tif	

**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of July 26, 2011 is made by PROGRESS FINANCIAL CORPORATION, a Delaware corporation (the “*Grantor*”) in favor of BLACKROCK KELSO CAPITAL CORPORATION, a Delaware corporation (“*BKCA*”), as administrative agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “*Administrative Agent*”).

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of July 26, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), between Grantor, the lenders party thereto (the “*Lenders*”), and the Administrative Agent, as a Lender and as administrative agent for the Lenders, the Lenders have severally agreed to make Loans to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other affiliates of Grantor have executed and delivered a Guarantee and Collateral Agreement, dated as of July 26, 2011, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement and in furtherance thereof, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Grantor pursuant to the Credit Agreement, the Grantor agrees with the Administrative Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Guarantee and Collateral Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

SECTION 2. Grant of Security Interest. Grantor hereby grants, pledges, and assigns to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, all of Grantor's right, title, and interest in, to, and under all of its Trademarks including, without limitation, those listed on Schedule A hereto (collectively, the "***Trademark Collateral***"), now owned or at any time hereafter acquired by Grantor or in which Grantor has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations.

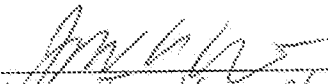
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent, for the benefit of the Secured Parties, in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Administrative Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

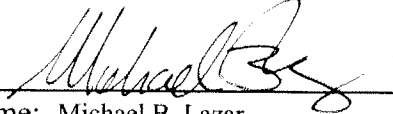
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PROGRESS FINANCIAL CORPORATION,
a Delaware corporation,
as Grantor

By: 
Name: Jonathan Colwell
Title: CEO

[Signature Page to Trademark Security Agreement]

BLACKROCK KELSO CAPITAL
CORPORATION,
a Delaware corporation,
as Administrative Agent

By: 
Name: Michael B. Lazar
Title: Chief Operating Officer

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Country/State	Mark	Application/ Registration No.	Application/ Registration Date
Progress Financial Corporation	USA	Ventiva	3926075	March 1, 2011
Progress Financial Corporation	USA	Ventiva	3926076	March 1, 2011
Progress Financial Corporation	USA	Ventiva	Serial number: 77583279	Filing Date: October 1, 2008