

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.		08/06/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	299 Park Avenue, 5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3762113	DIGITAL CONCOURSE	
Registration Number:	3436006	DIGITALCONCOURSE.COM	
Registration Number:	3233807	VELOCITY	
Registration Number:	3216091	VELOCITY OUTSOURCING	
Serial Number:	77944354	NETASPX	
Serial Number:	77771494	VELOCITY ON-DEMAND	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie S. Kann, Senior Paralegal		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		

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TRADEMARK

ATTORNEY DOCKET NUMBER:	32207-00171
NAME OF SUBMITTER:	Stephanie S. Kann
Signature:	/stephanie s. kann/
Date:	08/13/2012
<p>Total Attachments: 7</p> <p>source=GEVelocityTrademark Security Agreement#page1.tif</p> <p>source=GEVelocityTrademark Security Agreement#page2.tif</p> <p>source=GEVelocityTrademark Security Agreement#page3.tif</p> <p>source=GEVelocityTrademark Security Agreement#page4.tif</p> <p>source=GEVelocityTrademark Security Agreement#page5.tif</p> <p>source=GEVelocityTrademark Security Agreement#page6.tif</p> <p>source=GEVelocityTrademark Security Agreement#page7.tif</p>	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 6, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 6, 2012 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, however, that no security interest is granted in any “intent to use” Trademark applications for which a statement of use or amendment to allege use has not been filed and accepted by the United States Patent and Trademark Office;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. provided, however, notwithstanding the foregoing, no security interest is hereby granted on, and the Collateral shall not include, any Excluded Property.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder to the extent, and on the same terms, set forth in the Guaranty and Security Agreement.

Release of Collateral. Upon Payment in Full, the Trademark Collateral shall be released from the security interest created hereby and this Agreement and all obligations (other than those expressly stated to survive such termination) of Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. Each Grantor is hereby authorized to file UCC amendments at such time evidencing the termination of the security interests so released. At the request of any Grantor following any such termination, Agent shall deliver to such Grantor any Trademark Collateral of such Grantor held by Agent hereunder and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

If Agent shall be directed or permitted pursuant to Section 8.10(b) of the Credit Agreement to release any security interest or any Trademark Collateral, such Trademark

Collateral shall be released from the security interest created hereby automatically (and this Agreement shall be deemed amended as necessary with respect thereto) to the extent provided under, and subject to the terms and conditions set forth in such subsection, and without the need for delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to such Grantor. In connection therewith, Agent, at the request of any Grantor, shall execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such release.

At the time or under the circumstances provided in Section 8.10(a) of the Credit Agreement, any Grantor shall automatically be released from its obligations hereunder, without the need for delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral of such Grantor shall revert to such Grantor in the event that (i) all of the Stock and Stock Equivalents of such Subsidiary owned by any Credit Party are sold or transferred or such Subsidiary otherwise ceases to be a Subsidiary of a Credit Party, in each case, in a transaction permitted under the Loan Documents (including, without limitation, pursuant to a waiver or consent) and (ii) subject to delivery of written notice by the Borrower to Agent, such Subsidiary becomes a Subsidiary not required to guaranty the Obligations or an Excluded Subsidiary, in each case, in a transaction permitted by the Loan Documents (including pursuant to a waiver or consent). At the request of any Grantor following any such sale or transfer, Agent shall deliver to such Grantor any Trademark Collateral of such Grantor held by Agent hereunder and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to further document and evidence such release.


Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VELOCITY TECHNOLOGY SOLUTIONS, INC.
as Grantor

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

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004841 FRAME: 0667

ACCEPTED AND AGREED

as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as Agent

By: *J. Bassett*

Name: *Susan Bassett*

Title: *Duly Authorized Signatory*

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS:

U.S. Trademarks

<u>Loan Party</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>App No.</u>	<u>Filing Date</u>	<u>Status</u>
VELOCITY TECHNOLOGY SOLUTIONS, INC.	DIGITAL CONCOURSE	3762113	23-MAR-2010	77503573	19-JUN-2008	REGISTERED
VELOCITY TECHNOLOGY SOLUTIONS, INC.	DIGITALCONCOURSE.COM	3436006	27-MAY-2008	78831234	07-MAR-2006	REGISTERED
VELOCITY TECHNOLOGY SOLUTIONS, INC.	VELOCITY	3233807	24-APR-2007	76452883	20-SEP-2002	REGISTERED
VELOCITY TECHNOLOGY SOLUTIONS, INC.	VELOCITY OUTSOURCING	3216091	06-MAR-2007	76452894	20-SEP-2002	REGISTERED

Canadian Trademarks

<u>Loan Party</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>App No.</u>	<u>Filing Date</u>	<u>Status</u>
VELOCITY TECHNOLOGY SOLUTIONS, INC.	DIGITAL CONCOURSE	TMA785610	21-DEC-2010	1421910	15-DEC-2008	REGISTERED

2. TRADEMARK APPLICATIONS:

<u>Loan Party</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>App No.</u>	<u>Filing Date</u>	<u>Status</u>
VELOCITY TECHNOLOGY SOLUTIONS, INC.	NETASPX			77944354	24-FEB-2010	PUBLISHED (PENDING) Intent to Use
VELOCITY TECHNOLOGY SOLUTIONS, INC.	VELOCITY ON-DEMAND			77771494	30-JUN-2009	PUBLISHED (PENDING)