

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
VANCO SERVICES, LLC		08/16/2013	LIMITED LIABILITY COMPANY: MINNESOTA

RECEIVING PARTY DATA

Name:	NXT CAPITAL, LLC, as Agent
Street Address:	191 N. Wacker Dr., Suite 1200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4234445	E.SERVICE PAYMENT EXCHANGE
Registration Number:	3167633	E.SERVICE FITNESS REWARDS
Registration Number:	3015004	VANCO
Registration Number:	3482605	DEPOSIT RC
Registration Number:	2097067	E.SERVICE

CORRESPONDENCE DATA

Fax Number: 3128637806
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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 4234445

ATTORNEY DOCKET NUMBER:	6492.130
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	08/16/2013
Total Attachments: 5 source=Vanco Trademark Security Agreement#page1.tif source=Vanco Trademark Security Agreement#page2.tif source=Vanco Trademark Security Agreement#page3.tif source=Vanco Trademark Security Agreement#page4.tif source=Vanco Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 16th day of August, 2013, by Vanco Services, LLC, a Minnesota limited liability company ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Veracity Acquisition, Inc. and Vanco Services, LLC ("Borrowers"), any affiliate of Borrowers, Grantee and the lenders identified therein are parties to a certain Credit Agreement dated as of the date hereof (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Borrowers (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of the date hereof among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, 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 Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

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

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to all Trademarks, whether now owned or existing or hereafter created, acquired or arising, including:


(i) each registered trademark and trademark registration application listed on Schedule 1 annexed hereto, together with any 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 forgoing, 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.

[Signature page follows]

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

VANCO SERVICES, LLC


By 
Name Stephanie Shep
Title CO

Trademark Security Agreement

TRADEMARK
REEL: 005092 FRAME: 0833

Agreed and Accepted
As of the Date First Written Above

NXT CAPITAL, LLC,
as Agent

By 
Name Brian Schleich
Title Vice President

Trademark Security Agreement

TRADEMARK
REEL: 005092 FRAME: 0834

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
E.Service Payment Exchange	4234445	10/30/12
E.Service Fitness Rewards	3167633	11/7/06
Vanco	3015004	11/15/05
Deposit RC	3482605	9/5/08
E. Service	2097067	9/16/97