

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299713

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (SECOND LIEN)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TITAN TECHNOLOGY PARTNERS, LIMITED		03/28/2014	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT		
Street Address:	299 PARK AVENUE, 5TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4233316	PEOPLEIQ	
Registration Number:	4221810	SERVICEIQ	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	025646-0709		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	03/31/2014		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 28, 2014, 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, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 28, 2014 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among Velocity Technology Solutions, Inc. (the “Borrower”), the other persons party thereto that are designated as a “Credit Party”, the Lenders and GE Capital, as Agent for the Lenders, the Lenders 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 the Second Lien Guaranty and Security Agreement of even date herewith in favor of Agent (as 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 and Agent to enter into the Credit Agreement and to induce the Lenders 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 Trademark Security 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 Trademark Security 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 Grantor owned by any Credit Party are sold or transferred or such Grantor 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 Grantor 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.

Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to Agent pursuant to this Trademark Security Agreement, the exercise of any right or remedy by Agent hereunder and the representations, warranties and covenants with respect to “control” and delivery requirements are subject to the terms of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement or the terms of the Credit Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement or the Credit Agreement, as applicable, shall govern and control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

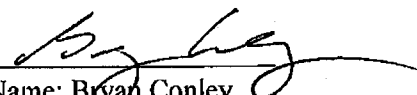
VELOCITY TECHNOLOGY
SOLUTIONS, INC.

as Grantor

By: 
Name: Bryan Conley
Title: Chief Financial Officer

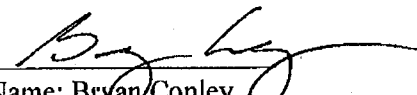
TITAN TECHNOLOGY PARTNERS,
LIMITED

as Grantor

By: 
Name: Bryan Conley
Title: Chief Financial Officer

VELOCITY TECHNOLOGY
SOLUTIONS IV, INC.

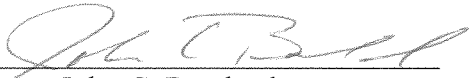
as Grantor

By: 
Name: Bryan Conley
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: John C. Bambach
Title: Duly Authorized Signatory

SCHEDULE I
TO
Trademark SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Grantor	Mark	Reg. No.	Reg. Date	App No.	Filing Date	Status
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
VELOCITY TECHNOLOGY SOLUTIONS IV, INC.	JDE	4356854	25-JUN-2013	85683093	20-JUL-2012	REGISTERED
VELOCITY TECHNOLOGY SOLUTIONS IV, INC.	IXTEND	4356833	25-JUN-2013	85677430	15-JUL-2012	REGISTERED
VELOCITY TECHNOLOGY SOLUTIONS, INC.	NETASPX	4289355	12-FEB-2013	77944354	24-FEB-2010	REGISTERED
VELOCITY TECHNOLOGY SOLUTIONS, INC.	VELOCITY ON-DEMAND	4423421	29-OCT-2013	77771494	30-JUN-2009	REGISTERED

TITAN TECHNOLOGY PARTNERS, LIMITED	PEOPLEIQ	4233316	30-OCT- 2012	85561110	06-MAR-2012	REGISTERED
TITAN TECHNOLOGY PARTNERS, LIMITED	SERVICEIQ	4221810	09-OCT- 2012	85561111	06-MAR-2012	REGISTERED