TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310027

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Newtek Insurance Agency, LLC		06/26/2014	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	Capital One, National Association
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: 1

Property Type	Number	Word Mark
Registration Number:	4323545	THE HEALTH INSURANCE AUTHORITY

CORRESPONDENCE DATA

Fax Number: 2127045987

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-704-6125
Email: karl.zielaznicki@troutmansanders.com
Correspondent Name: Troutman Sanders LLP
Address Line 1: 405 Lexington Avenue
Address Line 2: c/o Karl M. Zielaznicki, Esq.
Address Line 4: New York, NEW YORK 10174

ATTORNEY DOCKET NUMBER:	237890.00018
NAME OF SUBMITTER:	Karl M. Zielaznicki, Esq.
SIGNATURE:	/kmz/
DATE SIGNED:	07/08/2014

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 26, 2014, by each of the entities listed on the signature pages hereof, or that becomes a party hereto pursuant to Section 8.14 of the Guarantee and Security Agreement referred to below (each a "Grantor" and, collectively, the "Grantors"), in favor of Capital One, National Association (the "Bank").

Witnesseth:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), between Newtek Business Services, Inc. (the "Borrower") and the Bank, the Bank has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower and the other Grantors are party to a Guarantee and Security Agreement of even date herewith in favor of the Bank (the "Security Agreement") pursuant to which, among other things, each Grantor (other than the Borrower) has guaranteed the Obligations (as defined in the Credit Agreement) and each Grantor has granted in favor of the Bank a Lien on and security interest in all of its respective Property, and each of the undersigned Grantors is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, to induce the Bank to enter into the Credit Agreement and to make extensions of credit to the Borrower thereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Bank as follows:

Section 1. Defined Terms.

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Guarantee and Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Guarantee and Agreement.

Section 2. Grant of Security Interest in Trademark Collateral.

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as such term is defined in the Credit Agreement), hereby mortgages, pledges and hypothecates to the Bank, and grants to the Bank a Lien on and 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 and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

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

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark

or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Guarantee and Security Agreement.

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

Section 4. Ownership of Trademarks.

Nothing contained in this Agreement, the Credit Agreement, or the Guarantee and Security Agreement, nor any act, omission, or circumstance may be construed as: (a) directly or indirectly conveying to the Bank any rights in and to the Trademarks (other than the security interest granted pursuant to the Guarantee and Security Agreement and all rights with respect thereto) or (b) conveying to the Bank any right of prior approval of, or any right to prevent the granting of, or any right to rescind any license of any of the Trademarks granted by any of the Grantors.

[SIGNATURE PAGES FOLLOW]

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

Newtek Business Services, Inc., as a Grantor

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

Newtek Insurance Agency, LLC, as a Grantor

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

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 26th day of June 2014, before me personally came Barry Sloane, to me known, who being duly sworn, did depose and say, that he is the Chief Executive Officer of Newtek Business Services, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Leah Sanders
Notary Public

Leah Sanders
Notary Public, State of New York
No. 01SA6266136
Qualified in Nassau County
Commission Expires 7/23/2016

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 26th day of June 2014, before me personally came Barry Sloane, to me known, who being duly sworn, did depose and say, that he is the Chief Executive Officer of Newtek Insurance Agency, LLC; the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Managers of said limited liability company.

Leah Sanders
Notary Public

Leah Sanders
Notary Public, State of New York
No. 01SA6266136
Qualified in Nassau County
Commission Expires 7/23/2016

[SIGNATURE PAGE FOR TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION

By: _____
Name: Patrick McCarthy
Title: Vice President

[SIGNATURE PAGE FOR TRADEMARK SECURITY AGREEMENT]

Schedule I
to
Trademark Security Agreement

Borrower:

Registered Trademarks:

Trademark	Registration Number	Application Date
AT NEWTEK, WE DO IT BETTER	3312445	07/12/06
BIZEXEC	3546590	04/30/08
BIZEXEC	3454309	09/15/06
CRYSTALTECH	3241162	09/15/06
CRYSTALTECH WEB HOSTING	3315432	09/15/06
CT & Design	3241164	09/18/06
NEWTEK	3318058	07/12/06
NEWTEK BIZEXEC	3546589	04/30/08
NEWTEK BIZEXEC	3450028	09/15/06
NEWTEK BUSINESS SERVICES	3344122	07/12/06
NEWTEK BUSINESS SOLUTIONS	3865773	12/03/09
NEWTEK BUSINESS SOLUTIONS	3547273	09/15/08
NEWTEK + NEWT LOGO	3929756	12/03/09
NEWTEK + NEWT LOGO	3454308	09/15/08
NEWTEK + NEWT LOGO	4470792	6/20/13
NEWTEK REFERRAL SYSTEM	3455741	07/12/06
NEWTEK TECHNOLOGY SERVICES	3521979	08/20/07
NEWTEK WEB SERVICES	3437414	06/22/07
NEWTRACKER	3455742	07/12/06
WEBCONTROLCENTER	3337878	09/20/06
NEWTEK BUSINESS CREDIT	3648453	03/20/08
NEWTEK DATA STORAGE	3680700	02/06/08
NEWTEK WEB DESIGN AND DEVELOPMENT	3781711	02/06/08
NEWTEK WEB HOSTING	3857554	12/16/08
WE DO IT BETTER	3870846	12/11/07
A NEW WAY TO THINK ABOUT SMALL-BUSINESS IT	4083618	06/01/11
THE CLOUD AUTHORITY	4083613	06/01/11
THE CLOUD AUTHORITY	4083612	06/01/11
THESBA.COM THE SMALL AUTHORITY POWERED BY NEWTEK	4028666	02/24/11
THE SMALL BUSINESS AUTHORITY	4028665	02/24/11
THE SMALL BUSINESS AUTHORITY	3955632	02/01/10
THE SMALL BUSINESS AUTHORITY HOUR	4028645	02/24/11
NEWTPAY PRO	3929747	12/02/09

NEWTPAY	3929746	12/02/09
NEWTEK BUSINESS SERVICES, INC. + NEWT LOGO	3951155	12/11/07
THE IT AUTHORITY	4491925	08/15/12
NEWTEK ADVANTAGE	4472143	10/16/12
NEWTPAY MOBILE	4425712	04/29/13
NEWTEK HOSTING	4421105	02/15/13
THE MOBILE APPLICATION AUTHORITY	4386766	08/09/12
THE PAYROLL AUTHORITY	4327504	08/09/12
THE ECOMMERCE AUTHORITY	4323546	08/09/12
THE HEALTH INSURANCE AUTHORITY	4323545	08/09/12
INSURED CLOUD COMPUTING	4322321	07/12/11
THESBA.COM THE SMALL BUSINESS AUTHORITY	4289513	12/06/10
THESBA.COM THE SMALL BUSINESS AUTHORITY POWERED BY NEWTEK	4286512	12/06/10
THESBA INDEX	4258106	07/12/10
THESBA	4230429	07/12/10
CLOUD AUTHORITY	4199660	06/01/11
CONTINUOUS CYBER SECURITY SCANNING	4188263	09/15/11
THE BUSINESS AUTHORITY	4188023	08/22/11
THE SB AUTHORITY INDEX	4143606	11/09/10
NEWTEK PAYROLL	4126653	02/08/11
THE SMALL BUSINESS AUTHORITY INDEX	4126182	07/12/10
NEWTEK SITECENTER	4125981	02/19/10

Pending Trademark Applications:

Trademark	Serial Number	Application Date
NEWTEK INSURED CLOUD COMPUTING	85369225	07/12/11
NEWTEK INSURED HOSTING	85366371	07/08/11
NEWTEK INSURED MERCHANT PROCESSING	85366361	07/08/11
NEWTEK INSURED PAYROLL	85366355	07/08/11
NEWTEK EDGE	85755259	10/16/12
NEWTEK INSURED MERCHANT SERVICES	85704301	08/15/12
NEWTEK INSURED ECOMMERCE	85704115	08/15/12
THE SMALL BUSINESS TECHNOLOGY AUTHORITY	85704089	08/15/12
THE TECH AUTHORITY	85704072	08/15/12
THE TECHNOLOGY AUTHORITY	85704018	08/15/12
NEWTEK ADVANTAGE	86123763	11/20/2013

Newtek Insurance Agency, LLC:

Trademark	Registration Number	Application Date
THE HEALTH INSURANCE AUTHORITY	4323545	8/9/12

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, that Newtek Business Services, Inc. ("Debtor"), having an office at 212 West 35th Street, New York, New York 10001 hereby appoints and constitutes, severally, CAPITAL ONE, NATIONAL ASSOCIATION ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of maintaining, preserving, enforcing, assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any and all trademarks and all applications, registrations, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Security Agreement, dated of even date herewith, between Debtor and Secured Party (as the same may be amended or otherwise modified from time to time, the "Trademark Security Agreement") and a Guarantee and Security Agreement of even date herewith executed by Debtor and the other Grantors party thereto in favor of Secured Party (as the same may be amended or otherwise modified from time to time, the "Master Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Master Security Agreement, are paid in full and the Master Security Agreement and the Trademark Security Agreement each is terminated in writing by Secured Party.

Dated: June __, 2014

Newtek Business Services Inc.

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

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 26th day of June, 2014, before me personally came Barry Sloane, to me known, who being duly sworn, did depose and say, that he is the Chief Executive Officer of Newtek Business Services, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Leah Sanders
Notary Public

Leah Sanders
Notary Public, State of New York
No. 01SA6266136
Qualified in Nassau County
Commission Expires 7/23/2016

SPECIAL POWER OF ATTORNEY

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Dated: June 26, 2014

Newtek Insurance Agency, LLC

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

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

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Leah Sanders
Notary Public

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No. 01SA6266136
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