

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324640

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Velosecure LLC		12/01/2014	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Abacus Finance Group, LLC, as Agent		
Street Address:	6 East 43rd Street, 20th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017-6994		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4324241		
Registration Number:	4324240	ANYFIND	
Registration Number:	4449881	IDENTITY FINDER	
CORRESPONDENCE DATA			
Fax Number:	2128786911		
<i>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.</i>			
Phone:	2128785144		
Email:	rmargi@goulstonstorrs.com		
Correspondent Name:	Ranya S Margi		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Ranya S Margi		
SIGNATURE:	/s/Ranya S Margi		
DATE SIGNED:	12/01/2014		
Total Attachments: 5			
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TRADEMARK

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of December 1, 2014, is made by VELOSECURE LLC, a New Jersey limited liability company doing business as Identity Finder, LLC (the “Grantor”) in favor of ABACUS FINANCE GROUP, LLC, as Agent for the Secured Parties (as defined in the Collateral Agreement referenced below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith by and among Borrower, Agent and the Lenders party thereto (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Secured Parties have severally agreed to extend credit to Borrower for the benefit of Grantor;

WHEREAS, the Secured Parties are willing to extend credit under the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the ratable benefit of the Secured Parties, that certain Guarantee and Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for the ratable benefit of the Secured Parties, this Trademark Security Agreement;

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

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks, including those referred to on Schedule 1 hereto;
- (b) all renewals relating to the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided, that no security interest shall be granted in any United States “intent to use” trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such “intent to use” trademark applications under applicable federal law; provided further, that “Trademark Collateral” shall include any Proceeds of any such “intent to use” trademark applications.

3. **COLLATERAL AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for

the ratable benefit of the Secured Parties, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Agent and Grantor.

5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

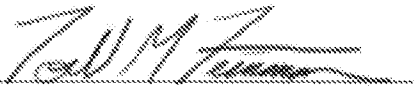
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

[signature pages follow]

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

GRANTOR:

VELOSECURE LLC

By: 

Name: Todd Feinman

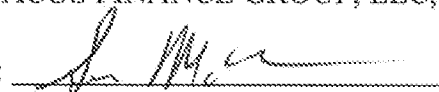
Title: Chief Executive Officer

{SIGNATURE PAGE TO IDENTITY FINDER TRADEMARK SECURITY AGREEMENT (2014)}

TRADEMARK
REEL: 005409 FRAME: 0938

ACCEPTED AND ACKNOWLEDGED BY:

ABACUS FINANCE GROUP, LLC, as Agent

By: 

Name: Sean McKeever


Title: Director

[SIGNATURE PAGE TO IDENTITY FINDER TRADEMARK SECURITY AGREEMENT (2014)]

TRADEMARK
REEL: 005409 FRAME: 0939

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration Number	Registration Date	Country
Velosecure LLC DBA Identity Finder, LLC		4324241	April 23, 2013	US
Velosecure LLC DBA Identity Finder, LLC	ANYFIND	4324240	April 23, 2013	US
Velosecure LLC DBA Identity Finder, LLC	IDENTITY FINDER	4449881	December 17, 2013	US