

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453451

| | | | |
|---|-------------------------------------|--|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Velocity Solutions, LLC | | 12/01/2017 | Limited Liability Company: NORTH CAROLINA |
| RECEIVING PARTY DATA | | | |
| Name: | AB Private Credit Investors LLC | | |
| Street Address: | 1345 Avenue of the Americas | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10105 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 13 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3608341 | | |
| Registration Number: | 3619391 | FUNTAGIOUS | |
| Registration Number: | 3162412 | GET FIT NOW AMERICA | |
| Registration Number: | 3210735 | GIFT GREAT INCENTIVES FOR FINANCIAL TRAN | |
| Registration Number: | 3906335 | INTELLIGENT LIMIT SYSTEM | |
| Registration Number: | 3703188 | INVITATION CHECKING | |
| Registration Number: | 3200065 | MOOLA | |
| Registration Number: | 4313311 | MOOLA BANKING | |
| Registration Number: | 4313312 | MOOLA CHECKING | |
| Registration Number: | 3865332 | MY INTEREST CHECKING | |
| Registration Number: | 3125505 | MY REWARDS | |
| Registration Number: | 4004280 | VELOCITY | |
| Registration Number: | 4004281 | VELOCITY SOLUTIONS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7044441111 | | |
| <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: | 704-444-1124 | | |
| Email: | elaine.hunt@alston.com | | |
| TRADEMARK | | | |

CH \$340.00 3608341

Correspondent Name: Michele M. Glessner
Address Line 1: Alston & Bird LLP
Address Line 2: 101 South Tryon Street, Suite 4000
Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER: Elaine B. Hunt

SIGNATURE: /Elaine B. Hunt/

DATE SIGNED: 12/06/2017

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of December 1, 2017, is made by **VELOCITY SOLUTIONS, LLC** (the "Grantor"), in favor of **AB PRIVATE CREDIT INVESTORS LLC**, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Pledge and Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of December 1, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among **VELOCITY PURCHASER CORPORATION**, a Delaware corporation (the "Borrower"), **VELOCITY INTERMEDIATE B CORPORATION**, a Delaware corporation ("Holdings"), the other Loan Parties party thereto from time to time, the lenders party thereto from time to time (the "Lenders"), **AB PRIVATE CREDIT INVESTORS LLC**, as administrative agent, and the Collateral Agent, the Lenders have made or severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Pledge and Security Agreement, dated as of December 1, 2017, executed by the Grantor in favor of the Collateral Agent (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), to grant a security interest and Lien in the Collateral of the Grantor to secure the Secured Obligations (as such terms are defined in the Pledge and Security Agreement); and

WHEREAS, the Grantor is required to execute and deliver this Agreement pursuant to the terms and conditions of the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the premises and the extensions of credit made to Borrower under the Credit Agreement and as required by the Pledge and Security Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The 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, hereby grants to the Collateral Agent for the benefit of the Secured Parties, a present and continuing security interest in and Lien on, all of its rights, titles and interests in, to and under the following Collateral of the Grantor (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Annex A attached hereto;
- (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
- (c) all reissues, continuations or extensions of the foregoing;

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

(e) all products and Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Section 3. Pledge and Security Agreement. The security interest and Lien granted pursuant to this Agreement is granted in conjunction with the security interest and Lien granted to the Collateral Agent by the Grantor pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest and Lien in the Trademark Collateral made and granted hereby by the Grantor are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark Collateral subject to a security interest hereunder.

Section 5. Counterparts. This 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.


Section 6. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

Section 7. Release. Upon the consummation of any disposition of Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the security interest granted hereby in such Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting collateral) and the Administrative Agent shall promptly, at the reasonable request and expense of the Grantor, provide evidence of such termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification obligations not yet due and payable) in accordance with the provisions of the Credit Agreement, upon Borrower's request, Agent will promptly, at the sole expense of the Grantor, authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary or desirable to evidence or effect such termination of the security interests as may be reasonably requested by the Grantor to evidence such termination and release.

[remainder of page intentionally left blank]

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

VELOCITY SOLUTIONS, LLC, as Grantor

By: 
Name: Nile Shah
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

AB PRIVATE CREDIT INVESTORS LLC,
as Collateral Agent

By: _____
Name: _____
Title: _____


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.

VELOCITY SOLUTIONS, LLC, as Grantor

By: _____
Name: _____
Title: _____

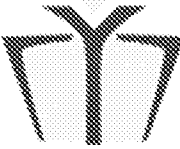
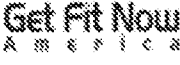

ACCEPTED AND AGREED
as of the date first above written:

AB PRIVATE CREDIT INVESTORS LLC,
as Collateral Agent

By:  _____
Name: Shishir Agrawal
Title: Managing Director

ANNEX A

TRADEMARK SECURITY AGREEMENT

| <u>Grantor</u> | <u>Mark</u> | <u>Application/ Registration Number</u> | <u>Application/ Registration Date</u> |
|-------------------------|--|---|---------------------------------------|
| Velocity Solutions, LLC | Design Only  | 3608341 | 4/21/2009 |
| | FUNTAGIOUS | 3619391 | 5/12/2009 |
| | GET FIT NOW AMERICA and Design  | 3162412 | 10/24/2006 |
| | GIFT GREAT INCENTIVES FOR FINANCIAL TRANSACTIONS and Design  | 3210735 | 2/20/2007 |
| | INTELLIGENT LIMIT SYSTEM | 3906335 | 1/18/2011 |
| | INVITATION CHECKING | 3703188 | 10/27/2009 |
| | MOOLA | 3200065 | 1/23/2007 |
| | MOOLA BANKING | 4313311 | 4/2/2013 |
| | MOOLA CHECKING | 4313312 | 4/2/2013 |
| | MY INTEREST CHECKING | 3865332 | 10/19/2010 |
| | MY REWARDS | 3125505 | 8/8/2006 |
| | VELOCITY | 4004280 | 8/2/2011 |
| | VELOCITY SOLUTIONS | 4004281 | 8/2/2011 |