

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM624869

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SHORT FORM SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VELOCITY COMMERCIAL CAPITAL, LLC		02/05/2021	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jefferies Finance LLC, as Collateral Agent		
<b>Street Address:</b>	520 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5251365	GENERATE VELOCITY	
<b>Registration Number:</b>	5399330	VELOCITY COMMERCIAL CAPITAL	
<b>Registration Number:</b>	5208584	VELOCITY MORTGAGE CAPITAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2123186532		
<b>Email:</b>	alanagramer@paulhastings.com		
<b>Correspondent Name:</b>	Alana Gramer		
<b>Address Line 1:</b>	200 Park Avenue		
<b>Address Line 2:</b>	c/o Paul Hastings LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>NAME OF SUBMITTER:</b>	Alana Gramer		
<b>SIGNATURE:</b>	/s/ Alana Gramer		
<b>DATE SIGNED:</b>	02/05/2021		
<b>Total Attachments: 5</b>			
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TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of February 5, 2021, (this “**Agreement**”), among VELOCITY COMMERCIAL CAPITAL, LLC, a California limited liability company (the “**Grantor**”), and JEFFERIES FINANCE LLC, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Security Agreement dated as of February 5, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Velocity Financial, Inc., a Delaware corporation (“**Parent**”), Velocity Commercial Capital, LLC, a Delaware limited liability company (the “**Borrower**”), the Subsidiaries of Parent from time to time party thereto (to the extent required under Section 6.11 of the Credit Agreement) and the Collateral Agent and (b) the Credit Agreement dated as of February 5, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, Parent, the other Guarantors from time to time party thereto, Jefferies Finance LLC, as Administrative Agent and Collateral Agent, and each lender from time to time party thereto (collectively, the “**Lenders**”). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

**SECTION 1. Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

**Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor pursuant to the Security Agreement has granted, and hereby grants, to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

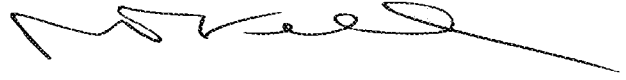
all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I; and all goodwill associated with or symbolized by the Trademarks.

**Purpose.** This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark

Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

VELOCITY COMMERCIAL CAPITAL, LLC,  
as the Grantor



By: \_\_\_\_\_

Name: Roland Kelly  
Title: General Counsel

**JEFFERIES FINANCE LLC,**  
as Collateral Agent

By:   
Name: John Koehler  
Title: Managing Director

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 007182 FRAME: 0678**

**Schedule I**

**United States Trademarks and Trademark Applications**

<b><u>Mark</u></b>	<b><u>Country</u></b>	<b><u>Record Owner</u></b>	<b><u>Reg. No. App. No.</u></b>
Generate Velocity	US	Velocity Commercial Capital LLC	5251365
Velocity Commercial Capital	US	Velocity Commercial Capital LLC	5399330
Velocity Mortgage Capital	US	Velocity Commercial Capital LLC	5208584