

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625751

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OWL ROCK CAPITAL CORPORATION, as Administrative and Collateral Agent		02/05/2021	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	VELOCITY COMMERCIAL CAPITAL, LLC.		
Street Address:	30699 Russell Ranch Rd, Suite 295		
City:	Westlake Village		
State/Country:	CALIFORNIA		
Postal Code:	91362		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5399330	VELOCITY COMMERCIAL CAPITAL	
Registration Number:	5251365	GENERATE VELOCITY	
Registration Number:	5208584	VELOCITY MORTGAGE CAPITAL	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	42845.00009		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	02/10/2021		

CH \$90.00 5399330

Total Attachments: 5

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RELEASE OF TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of February 5, 2021, among VELOCITY COMMERCIAL CAPITAL, LLC., a California limited liability company (the “Borrower”) and OWL ROCK CAPITAL CORPORATION, as administrative agent and collateral agent (in such capacity, the “Collateral Agent”).

WHEREAS, the Borrower and the Collateral Agent entered into that certain Credit Agreement dated as of dated as of August 29, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the lenders from time to time party thereto (the “Lenders”) and Owl Rock Capital Corporation, as Administrative Agent and Collateral Agent, pursuant to which agreement the Lenders agreed to extend credit to the Borrower subject to the terms and conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, and pursuant to that certain Security Agreement dated as of August 29, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) among the Grantors (as defined therein) and Owl Rock Capital Corporation, as Collateral Agent and that certain Trademark Security Agreement dated as of August 29, 2019 (the “Trademark Security Agreement”) among the Borrower and Owl Rock Capital Corporation, as Collateral Agent, the Borrower granted security interests in certain intellectual property owned by the Borrower, including, without limitation, the Trademarks listed on Schedule I attached hereto (as further defined in the Trademark Security Agreement, the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office at Reel/Frame 6732/0866; and

WHEREAS, the Collateral Agent has agreed to terminate and release the entirety of its security interest in and to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the Collateral Agent hereby releases all of its security interest in the Trademark Collateral and cancels and terminates the Trademark Security Agreement and the Collateral Agent hereby reassigns any and all such right, title and interest (if any) that the Collateral Agent may have in the Trademark Collateral to the Grantor.

The Collateral Agent shall, at Grantor’s expense, take all further actions, and provide to the Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Agreement.

The Collateral Agent hereby authorizes the Grantor or any of their authorized representatives to file this Agreement with the United States Trademark Office or any other applicable governmental office. The Collateral Agent hereby further authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

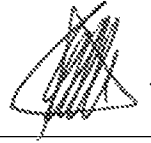
This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law or choice of law principles.

This letter agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same agreement. Delivery of an executed signature page of this letter agreement by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof. Any signature to this letter agreement may be delivered by facsimile, electronic mail (including “.pdf”) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Collateral Agent has duly executed this Agreement as of the day and year first above written.

OWL ROCK CAPITAL CORPORATION, as
Collateral Agent



By: _____

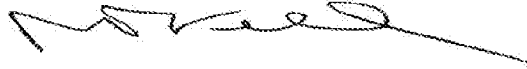
Name: Alexis Maged

Title: Authorized Signatory

Acknowledged and Agreed to:

VELOCITY COMMERCIAL CAPITAL, LLC, as the
Borrower and the Grantor

By:



Name: Roland Kelly
Title: General Counsel

SCHEDULE I

United States Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Record Owner</u>	<u>Reg. No.</u> <u>App. No.</u>
VELOCITY COMMERCIAL CAPITAL	United States	Velocity Commercial Capital, LLC	5399330 87281884
GENERATE VELOCITY	United States	Velocity Commercial Capital, LLC	5251365 87361187
VELOCITY MORTGAGE CAPITAL	United States	Velocity Commercial Capital, LLC	5208584 87192346