

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807453

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VELOCITY SOLUTIONS, LLC		05/01/2023	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	AB PRIVATE CREDIT INVESTORS LLC		
Street Address:	405 Colorado Street, Suite 1500		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6741939	VELOCITY SOLUTIONS	
Registration Number:	6859928	V	
Registration Number:	6859927	V	
Registration Number:	6673029	VELOCITY SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
	<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:	4048814458		
Email:	elissa.hart@alston.com		
Correspondent Name:	Alston & Bird LLP		
Address Line 1:	1201 W. Peachtree St.		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	506368		
NAME OF SUBMITTER:	Elissa Hart		
SIGNATURE:	/Elissa Hart/		
DATE SIGNED:	05/02/2023		
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 May 1, 2023, is made by **VELOCITY SOLUTIONS, LLC** ("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 (including, for the avoidance of doubt, Grantor), 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, Grantor has agreed, pursuant to a Pledge and Security Agreement, dated as of December 1, 2017, executed by the Grantor (among others) 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 Grantor to secure the Secured Obligations (as such terms are defined in the Pledge and Security Agreement); and

WHEREAS, 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, 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. 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 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 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 Grantor pursuant to the Pledge and Security Agreement and 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 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. Grantor hereby agrees that, anything herein to the contrary notwithstanding, it 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, 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: Michael Klein
Title: Chief Financial Officer

VELOCITY SOLUTIONS, LLC
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 008057 FRAME: 0449

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

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date	Owner
VELOCITY SOLUTIONS <i>(Stylized)</i> VELOCITY SOLUTIONS	United States	RN: 6,741,939 SN: 88,820,019	03/04/2020	05/31/2022	Velocity Solutions, LLC
<i>V and Design</i> 	United States	RN: 6,859,928 SN: 88,749,481	01/07/2020	09/27/2022	Velocity Solutions, LLC
<i>V and Design</i> 	United States	RN: 6,859,927 SN: 88,749,467	01/07/2020	09/27/2022	Velocity Solutions, LLC
VELOCITY SOLUTIONS <i>(Stylized)</i> VELOCITY SOLUTIONS	United States	RN: 6,673,029 SN: 88,983,716	01/07/2020	03/15/2022	Velocity Solutions, LLC