

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM872662

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VELOCITY COMMERCIAL CAPITAL, LLC		03/15/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Collateral Agent		
Street Address:	190 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5251365	GENERATE VELOCITY	
Registration Number:	5399330	VELOCITY COMMERCIAL CAPITAL	
Registration Number:	5208584	VELOCITY MORTGAGE CAPITAL	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552592		
Email:	jmull@stblaw.com		
Correspondent Name:	Courtney Welshimer		
Address Line 1:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	002150/0005		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	01/31/2024		
Total Attachments: 5			
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TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of March 15, 2022, (this “**Agreement**”), among VELOCITY COMMERCIAL CAPITAL, LLC, a California limited liability company (the “**Grantor**”), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Security Agreement dated as of March 15, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Velocity Financial, Inc., a Delaware corporation (“**Parent**”), the Grantor, the Subsidiaries of Parent that may be made party thereto from time to time and the Collateral Agent and (b) the respective Note Purchase Agreements, dated as of March 15, 2022, among Parent, the Grantor, the Collateral Agent, as collateral agent, and each respective Purchaser party thereto (collectively, as amended, restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”), pursuant to which the Grantor’s 7.125% Senior Secured Notes due 2027 (together with any Additional Notes, as defined in the Note Purchase Agreement, the “**Notes**”) were issued. The Grantor acknowledges that it will derive substantial benefits from the issuance of Notes pursuant to the Notes Purchase Agreement. Accordingly, the parties hereto agree as follows:

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 Secured Notes Obligations, 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**”):

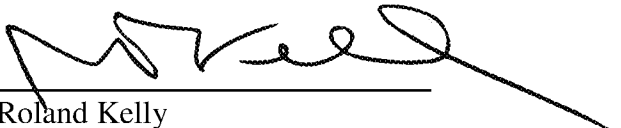
all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all 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 thereby.

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

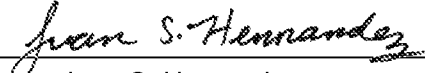
Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION**
as the Collateral Agent

By: 
Name: Juan S. Hernandez
Title: Assistant Vice President

[Signature Page to Trademark Security Agreement]

Schedule I

United States Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Record Owner</u>	<u>Reg. No. App. No.</u>
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