

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Newtek Business Services, Inc.		04/25/2012	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Capital One, N.A.		
Street Address:	1001 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	85172740	THE SB AUTHORITY INDEX	
Serial Number:	85082518	THE SMALL BUSINESS AUTHORITY INDEX	
Serial Number:	85369225	NEWTEK INSURED CLOUD COMPUTING	
Serial Number:	85366371	NEWTEK INSURED HOSTING	
Serial Number:	85434336	CAAS	
Serial Number:	85423747	CONTINUOUS CYBER SECURITY SCANNING CERTIFICATION	
Serial Number:	85423740	CCSS CERTIFICATION	
Serial Number:	85423733	CONTINUOUS CYBER SECURITY SCANNING	
Serial Number:	85423716	CCSS	
Serial Number:	85403775	THE BUSINESS AUTHORITY	
Serial Number:	85369249	INSURED CLOUD COMPUTING	
Serial Number:	85366364	NEWTEK INSURED WEB SERVICES	
Serial Number:	85366361	NEWTEK INSURED MERCHANT PROCESSING	
Serial Number:	85366355	NEWTEK INSURED PAYROLL	

TRADEMARK

Serial Number:	85366337	NEWTEK PAYROLL IN THE CLOUD
Serial Number:	85366347	NEWTEK CLOUD PAYROLL
Serial Number:	85434324	COMMERCE-AS-A-SERVICE
Serial Number:	85434245	COMMERCE AS A SERVICE

CORRESPONDENCE DATA

Fax Number: 2127045987
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2127046125
Email: karl.zielaznicki@troutmansanders.com
Correspondent Name: Troutman Sanders LLP
Address Line 1: 405 Lexington Avenue
Address Line 2: c/o KMZ
Address Line 4: New York, NEW YORK 10174

ATTORNEY DOCKET NUMBER: 237890.000011

NAME OF SUBMITTER: Karl M. Zielaznicki, Esq.

Signature: /kmz/

Date: 04/26/2012

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 25th day of April, 2012 by NEWTEK BUSINESS SERVICES, INC. ("Grantor"), in favor of CAPITAL ONE, N.A. ("Grantee").

W I T N E S S E T H

WHEREAS, pursuant to the terms of a certain Amended and Restated Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in all of the assets of Grantor, including, without limitation, the Trademark Collateral (as hereinafter defined) to secure, among other things, all of the Guaranteed Obligations (as that term is defined in the Security Agreement).

NOW, THEREFORE, for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. To secure the payment and performance of the Guaranteed Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising: any and all of the trademarks, trademark registrations and applications of the Grantor listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including, without limitation, any and all reissues, amendments, extensions or renewals thereof and all licenses thereof, any and all rights corresponding to any of the foregoing throughout the world, and the good will of the business to which each of those trademarks relates, and any and all accounts, contract rights, warranties, litigation claims and rights and other general intangibles of the Grantor related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including any and all license royalties and the proceeds of infringement suits), all payments and other distributions with respect thereto and any renewals, continuations, modifications and extensions of any and all of the foregoing. However, the Bank has not assumed any of the obligations or other liabilities of the Grantor under or respecting the Trademark Collateral, which remain the sole obligation of the Grantor.

The Grantor hereby authorizes the Bank to modify this Agreement (without the signature of the Grantor) by amending Schedule A hereto to include any and all future trademarks, trademark registrations and licenses, which are included as "Trademark Collateral" above.

This Agreement is not intended, and shall not be deemed or construed, to supersede, diminish or change any of the terms or provisions of the Security Agreement or any other document or instrument respecting the Guaranteed Obligations (the "Loan Documents"). All of the Bank's rights, powers, privileges and remedies with respect to the Trademark Collateral, whether established by this Agreement, the Security Agreement, any other Loan Document or applicable law, shall be cumulative and may be exercised singularly or concurrently in such order and manner as the Bank may elect. This Agreement shall continue in full force and effect for so long as any Guaranteed Obligations remain outstanding, and may be terminated, modified, amended or restated only in a document executed by the Bank. This Agreement shall be governed by, and construed and enforced in accordance with, the federal laws of the United States of America and, to the extent such laws are not applicable, the laws of the State of New York without regard to principles of conflicts of law (other than Section 5-1401 of the New York General Obligations Law).

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SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NEWTEK BUSINESS SERVICES, INC.

By:  _____

Name: Barry Sloane

Title: Chief Executive Officer

Accepted and Agreed as of the date first above written:

CAPITAL ONE, N.A.

By: _____

Name: Andrew Ross

Title: Senior Vice President

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NEWTEK BUSINESS SERVICES, INC.

By: _____

Name: Barry Sloane

Title: Chief Executive Officer

Accepted and Agreed as of the date first above written:

CAPITAL ONE, N.A.

By: _____

Name: Andrew Ross

Title: Senior Vice President

SCHEDULE 1

TRADEMARK APPLICATIONS/REGISTRATIONS

<u>Trademark Description</u>	<u>Application/ Registration Number</u>	<u>Application/ Registration Date</u>
THE SB AUTHORITY INDEX	85172740	11/09/2011
THE SMALL BUSINESS AUTHORITY INDEX	85082518	7/12/11
NEWTEK INSURED CLOUD COMPUTING	85369225	7/12/11
NEWTEK INSURED HOSTING	85366371	7/08/11
CAAS	85434336	9/28/11
CONTINUOUS CYBER SECURITY SCANNING CERTIFICATION	85423747	9/15/11
CCSS CERTIFICATION	85423740	9/15/11
CONTINUOUS CYBER SECURITY SCANNING	85423733	9/15/11
CCSS	85423716	09/15/11
THE BUSINESS AUTHORITY	85403775	8/22/11
INSURED CLOUD COMPUTING	85369249	7/12/11
NEWTEK INSURED WEB SERVICES	85366364	7/08/11
NEWTEK INSURED MERCHANT PROCESSING	85366361	7/08/11
NEWTEK INSURED PAYROLL	85366355	7/08/11
NEWTEK PAYROLL IN THE CLOUD	85366337	7/08/11
NEWTEK CLOUD PAYROLL	85366347	7/08/11

<u>Trademark Description</u>	<u>Application/ Registration Number</u>	<u>Application/ Registration Date</u>
COMMERCE-AS-A SERVICE	85434324	9/28/11
COMMERCE AS A SERVICE	85434245	9/28/11