

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.		07/16/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Capital One, National Association		
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: 15			
Property Type	Number	Word Mark	
Registration Number:	4327504	THE PAYROLL AUTHORITY	
Registration Number:	4323546	THE ECOMMERCE AUTHORITY	
Serial Number:	85727095	CLOUD ECOMMERCE	
Serial Number:	85727079	ECOMMERCE IN THE CLOUD	
Serial Number:	85704301	NEWTEK INSURED MERCHANT SERVICES	
Serial Number:	85704115	NEWTEK INSURED ECOMMERCE	
Serial Number:	85704089	THE SMALL BUSINESS TECHNOLOGY AUTHORITY	
Serial Number:	85704072	THE TECH AUTHORITY	
Serial Number:	85704038	THE IT AUTHORITY	
Serial Number:	85704018	THE TECHNOLOGY AUTHORITY	
Serial Number:	85699630	THE MOBILE APPLICATION AUTHORITY	
Serial Number:	85917267	NEWTPAY MOBILE	
Serial Number:	85851100	NEWTEK HOSTING	
Serial Number:	85755246	NEWTEK ADVANTAGE	

OP \$390.00 4327504

Serial Number:

85755259

NEWTEK EDGE

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: 600 Peachtree St., NE STE 5200

Address Line 2: c/o TM DKT CLK (KMZ)

Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:

237890.000007

NAME OF SUBMITTER:

Karl M. Zielaznicki, Esq.

Signature:

/kmz/

Date:

08/01/2013

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 16th day of July, 2013 by NEWTEK BUSINESS SERVICES, INC. ("Grantor"), in favor of CAPITAL ONE, NATIONAL ASSOCIATION ("Grantee").

W I T N E S S E T H

WHEREAS, pursuant to the terms of a certain Amended and Restated Security Agreement 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:

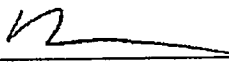
CAPITAL ONE, NATIONAL ASSOCIATION

By: Patrick McCarthy
Name: Patrick McCarthy
Title: Vice President

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, NATIONAL ASSOCIATION

By: _____
Name:
Title:

SCHEDULE A

TRADEMARK APPLICATIONS/REGISTRATIONS

Registration Number	Trademark Description	Registration Date
4327504	THE PAYROLL AUTHORITY	04/30/2013
4323546	THE ECOMMERCE AUTHORITY	04/23/2013
Application Number	Trademark Description	Application Date
85727095	CLOUD ECOMMERCE	09/12/2012
85727079	ECOMMERCE IN THE CLOUD	09/12/2012
85704301	NEWTEK INSURED MERCHANT SERVICES	08/15/2012
85704115	NEWTEK INSURED ECOMMERCE	08/15/2012
85704089	THE SMALL BUSINESS TECHNOLOGY AUTHORITY	08/15/2012
85704072	THE TECH AUTHORITY	08/15/2012
85704038	THE IT AUTHORITY	08/15/2012
85704018	THE TECHNOLOGY AUTHORITY	08/15/2012
85699630	THE MOBILE APPLICATION AUTHORITY	08/09/2012
85917267	NEWTEK MOBILE	04/29/2013
85851100	NEWTEK HOSTING	02/15/2013
85755246	NEWTEK ADVANTAGE	10/16/2012
85755259	NEWTEK EDGE	10/16/2012

20105315v4

SPECIAL POWER OF ATTORNEY [TRADEMARKS]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, that NEWTEK BUSINESS SERVICES, INC. ("Debtor"), having an office at 212 West 35th Street, New York, New York 10001 hereby appoints and constitutes, severally, CAPITAL ONE, NATIONAL ASSOCIATION ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

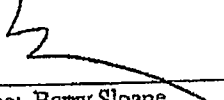
1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of maintaining, preserving, enforcing, assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all applications, registrations, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Security Agreement, dated of even date herewith, between Debtor and Secured Party (as the same may be amended or otherwise modified from time to time, the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party,

Dated: _____, 2013

NEWTEK BUSINESS SERVICES, INC.

By: 
Name: Barry Sloane
Title: Chief Executive Officer

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 16 day of July 2013, before me personally came Barry Sloane, to me known, who being duly sworn, did depose and say, that he is the Chief Executive Officer of Newtek Business Services, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Leah Sanders
Notary Public

Leah Sanders
Notary Public, State of New York
No. 01SA6266136
Qualified in Nassau County
Commission Expires 7/23/2016