

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 Insurance Agency, LLC		07/16/2013	LIMITED LIABILITY COMPANY: 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: 1			
Property Type	Number	Word Mark	
Serial Number:	85699578	THE HEALTH INSURANCE AUTHORITY	
CORRESPONDENCE DATA			
Fax Number:	2127045987		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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/		

OP \$40.00 85699578

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 INSURANCE AGENCY, LLC ("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 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 INSURANCE AGENCY, LLC

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:

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

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

NEWTEK INSURANCE AGENCY, LLC

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

SCHEDULE A

TRADEMARK APPLICATIONS/REGISTRATIONS

	Application Number	Trademark Description	Application Date
	85699578	THE HEALTH INSURANCE AUTHORITY	08/09/2012

SPECIAL POWER OF ATTORNEY [TRADEMARKS]

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

KNOW ALL MEN BY THESE PRESENTS, that NEWTEK INSURANCE AGENCY, LLC ("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 INSURANCE AGENCY, LLC

By: 
Name: Barry Sloane
Title: Chief Executive Officer

TRADEMARK

REEL: 005083 FRAME: 0451

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 Insurance Agency, LLC, 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.



Notary Public

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