

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.		10/23/2007	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	North Fork Bank, a division of Capital One, N.A.
Street Address:	275 Broadhollow Road
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747
Entity Type:	bank: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	77000156	CRYSTALTECH
Serial Number:	77001275	CT
Serial Number:	78933558	NEWTEK INTERACT
Serial Number:	78933566	NEWTEK INTERACTIVE
Serial Number:	77003307	WEBCONTROLCENTER
Serial Number:	77000251	NEWTEK HOSTING SERVICES
Serial Number:	77000174	CRYSTALTECH WEB HOSTING

CORRESPONDENCE DATA

Fax Number: (516)873-2010
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: bgarver@moritthock.com
 Correspondent Name: BRETT GARVER, ESQ.
 Address Line 1: 400 GARDEN CITY PLAZA
 Address Line 2: C/O MORITT HOCK HAMROFF
 Address Line 4: GARDEN CITY, NEW YORK 11530

OP \$190.00 77000156

ATTORNEY DOCKET NUMBER:	NORTH FORK CRYSTALTECH
NAME OF SUBMITTER:	Brett P. Garver Esq.
Signature:	/s/ Brett P. Garver Esq.
Date:	10/29/2007

Total Attachments: 14

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is made this 23 day of October, 2007, by Newtek Business Services, Inc., a corporation organized under the laws of the State of New York having an address at 1440 Broadway, 17th Floor, New York, NY 10018 (the "Guarantor"), in favor of North Fork Bank, a division of Capital One, N.A., having its principal place of business at 275 Broadhollow Road, Melville, New York 11747 ("Lender").

RECITALS

WHEREAS, the Lender has agreed to make a loan to Crystaltech Web Hosting, Inc., a wholly owned subsidiary of the Guarantor (the "Borrower") in the aggregate principal sum of up to Ten Million and No/100 dollars (\$10,000,000) (collectively the "Loan"), which Loan is evidenced by one or more promissory notes made by Borrower of even date herewith (collectively, together with all extensions, renewals, modifications, substitutions and amendments thereof, the "Note").

WHEREAS, This Agreement is being executed contemporaneously with that certain Loan and Security Agreement of even date herewith between Borrower and Lender (as it may be supplemented, restated, superseded, amended or replaced from time to time, the "Loan Agreement"), under which Borrower is granting Lender a lien on and security interest in certain assets of Borrower associated with or relating to services or products sold under Guarantor's trademarks and the goodwill associated therewith, and under which Lender is entitled to foreclose or otherwise deal with such assets under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

WHEREAS, pursuant to a Guaranty of Payment and Performance dated October 19, 2007 (the "Guaranty"), the Guarantor has guaranteed all of Borrower's obligations under the Loan.

WHEREAS, pursuant to a Pledge Agreement dated October 19, 2007 (the "Pledge Agreement"), the Guarantor has pledged all of the capital stock of Borrower as collateral for the Loan.

WHEREAS, Borrower has adopted, used and is using (or has filed applications for the registration of) the trademarks, servicemarks and tradenames listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "Trademarks") which Trademarks are registered to and owned by the Guarantor.

WHEREAS, Pursuant to the Loan Agreement and this Agreement, Lender is acquiring a lien on, security interest in and a license to use the Trademarks and the registration thereof, together with all the goodwill of Borrower and Guarantor associated therewith and represented thereby, as security for all of Borrower's and Guarantor's obligations, and Lender desires to have

its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Recitals hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure Guarantor's Obligations, Guarantor grants to Lender a lien on and security interest in all of Guarantor's present and future right, title and interest in and to the Trademarks, together with all the goodwill of Guarantor associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Guarantor hereby covenants and agrees to maintain the Trademarks in full force and effect until all of Borrower and/or Guarantor's Obligations are indefeasibly paid and satisfied in full.

3. Guarantor represents, warrants and covenants to Lender that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) All of the Trademarks (other than application for the registration thereof which have been filed) are registered, valid and enforceable;

(c) Guarantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances including, without limitation, pledges, assignments, licenses (other than to Guarantor and Lender hereunder) and covenants by Guarantor not to sue third persons;

(d) Guarantor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Guarantor has complied with, and will continue for the duration of this Agreement to comply with the requirements set forth in 15 U.S.C. §1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks except where failure to comply would not have a Material Adverse Effect on Guarantor or its Property;

(f) Guarantor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Trademarks; and

(g) Guarantor has used and will continue to use for the duration of this Agreement, consistent standards of quality in services or products leased or sold under the Trademarks and hereby grants to Lender and its employees and agents the right (with no obligation of any kind upon Lender to do so) to visit Guarantor's affiliates, franchises or management locations and to inspect the use of the Trademarks and quality control records relating thereto at reasonable times upon three days' notice during regular business hours to ensure Guarantor's compliance with this paragraph 3(g).

4. Guarantor further covenants that:

(a) Until all of the Borrower's Obligations are indefeasibly paid and satisfied in full, Guarantor will not enter into any agreement, including, without limitation, license agreements or options, which are inconsistent with Guarantor's obligations under this Agreement, Guarantor's obligations under the Guaranty or the Pledge Agreement or which restrict or impair Lender's rights hereunder.

(b) If Guarantor acquires rights to any new Trademarks for Borrower's use or if Borrower acquires rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto and such trademarks shall be deemed part of the Trademarks. Guarantor shall give Lender prompt written notice thereof along with an amended Schedule "A."

5. So long as this Agreement is in effect and so long as Guarantor has not received notice from Lender that an Event of Default has occurred under the Loan Agreement and that Lender has not elected to exercise its rights hereunder: (i) Guarantor shall continue to have the exclusive right to use the Trademarks; and (ii) Lender shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Guarantor agrees not to sell, grant any option, assign or further encumber its rights and interest in the Trademarks to any entity or person other than Lender or the Borrower without the prior written consent of Lender.

7. Anything herein contained to the contrary notwithstanding, if and while an Event of Default exists under the Loan Agreement, Guarantor hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect from time to time, in the State of New York, may take such action permitted hereunder, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, while an Event of Default exists, Guarantor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Guarantor's true and lawful attorney-in-fact, with the power to endorse Guarantor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to

anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a Trademark Assignment in the form attached hereto as Exhibit 1. Guarantor hereby ratifies all that such attorney or agent shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney or agent. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all Borrower's Obligations are indefeasibly paid and satisfied in full.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement, the Guaranty or the Pledge Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted to Lender under the Loan Documents. In the event of an inconsistency between this Agreement and Loan Agreement, the language of this Agreement shall control.

10. Upon Borrower's and Guarantor's performance of all of the obligations under the Loan Documents and after all Borrower's and Guarantor's Obligations are indefeasibly paid and satisfied in full, Lender shall, at Guarantor's expense, execute and deliver to Guarantor all documents reasonably necessary to terminate Lender's security interest in the Trademarks.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, in each case in accordance with the terms of this Agreement, shall be borne and paid by Guarantor on demand by Lender and until so paid shall be added to the principal amount of Guarantor's Obligations to Lender and shall bear interest at the otherwise applicable rate prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Agreement, Guarantor shall have the duty to prosecute diligently any application and/or registration with respect to the Trademarks pending as of the date of this Agreement or thereafter, until Guarantor's Obligations are indefeasibly paid and satisfied in full, to preserve and maintain all rights in the Trademarks, and upon reasonable request of Lender, Guarantor shall make federal application on registerable but unregistered Trademarks belonging to Guarantor and licensed to Guarantor. Any reasonable expenses incurred in connection with such applications shall be borne exclusively by Guarantor. Guarantor shall not abandon any Trademarks without the prior written consent of Lender not to be unreasonably withheld.

13. Guarantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event Lender may, if Guarantor reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that it is

not thereby incurring any risk of liability because of such joinder. Guarantor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by Lender in the fulfillment of the provisions of this paragraph.

14. Upon the occurrence of an Event of Default under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of Guarantor hereunder, in Guarantor's name or in Lender's name, but at the expense of Guarantor.

15. No course of dealing between Guarantor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other future agreements between Guarantor and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

16. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

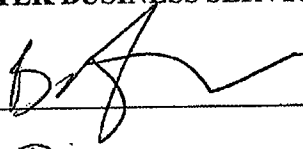
18. THIS AGREEMENT, AND ALL MATERS ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND ALL RELATED AGREEMENTS AND DOCUMENTS, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF NEW YORK. THE PROVISIONS OF THIS AGREEMENT AND ALL OTHER AGREEMENTS AND DOCUMENTS REFERRED TO HEREIN ARE TO BE DEEMED SEVERABLE, AND THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION SHALL NOT AFFECT OR IMPAIR THE REMAINING PROVISIONS WHICH SHALL CONTINUE IN FULL FORCE AND EFFECT.

19. Guarantor hereby irrevocably consents to the non-exclusive jurisdiction of the Courts of the State of New York or the United States District Court for the Eastern District of New York in any and all actions and proceedings whether arising hereunder or under any other agreement or undertaking. Guarantor waives any objection which Guarantor may have based upon lack of personal jurisdiction, improper venue or forum non conveniens. Guarantor irrevocably agrees to service of process by certified mail, return receipt requested to the address of the appropriate party set forth on the signature page hereto.

20. GUARANTOR (AND LENDER BY ITS ACCEPTANCE HEREOF) HEREBY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THE LOAN DOCUMENTS OR WITH RESPECT TO ANY CLAIMS ARISING OUT OF ANY DISCUSSIONS, NEGOTIATIONS OR COMMUNICATIONS INVOLVING OR RELATED TO ANY PROPOSED RENEWAL, EXTENSION, AMENDMENT, MODIFICATION, RESTRUCTURE, FORBEARANCE, WORKOUT, OR ENFORCEMENT OF THE TRANSACTIONS CONTEMPLATED HEREUNDER OR UNDER THE LOAN DOCUMENTS.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and year first above written.

Guarantor:
NEWTEK BUSINESS SERVICES, INC.

By: 

Name: Barry Sloane

Title: CEO

(Corporate Seal)

Address: 1440 Broadway, 17th Floor,
New York, NY 10018

Approved and Accepted:

NORTH FORK BANK, A DIVISION OF CAPITAL ONE, N.A.

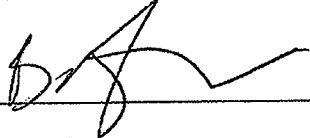
By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and year first above written.

Guarantor:
NEWTEK BUSINESS SERVICES, INC.

By: 

Name: Barry Sloane


Title: CEO

(Corporate Seal)

Address: 1440 Broadway, 17th Floor,
New York, NY 10018

Approved and Accepted:

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By: 

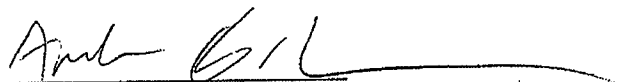
Name: ALAN ASPIS

Title: SVP

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ :SS
COUNTY OF _____ :

On this ___ day of October, 2007, before me personally appeared _____, to me known and being duly sworn, deposes and says that he/she is the _____ of NEWTEK BUSINESS SERVICES, INC., the corporation described in the foregoing Agreement; that he/she knows the seal of the corporation; that the seal so affixed to the Agreement is such corporate seal; that he/she signed the agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and he/she desires the same to be recorded as such.



Notary Public
My Commission Expires:

ANDREW E. LEWIN
Notary Public, State of New York
No. 02LE6123686
Qualified in Westchester County
Commission Expires Mar. 14, 2009

ANDREW E. LEWIN
Notary Public, State of New York
No. 02LE6123686
Qualified in Westchester County
Commission Expires Mar. 14, 2009

Schedule A to Trademark Security Agreement

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
CrystalTech	77/000,156	02/28/2007
CT & Design	3,241,164	05/29/2007
Newtek Interact	78/933,558	09/17/2007
Newtek Interactive	78/933,566	09/17/2007
Web Control Center	77/003,307	09/17/2007
Newtek Hosting Services	77/000,251	08/24/2007
CrystalTech Web Hosting	77/000,174	08/24/2007

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

None.

Exhibit 1 to Trademark Security Agreement

TRADEMARK ASSIGNMENT

WHEREAS, **NEWTEK BUSINESS SERVICES, INC.**, a corporation organized under the laws of the State of New York having an address at 1440 Broadway, 17th Floor, New York, NY 10018 ("Grantor"), is the registered owner of the United States trademarks, tradenames and registrations listed on Schedule "A" attached hereto and made a part hereof (the "Trademarks"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Grantee") having a place of business at _____, is desirous of acquiring the Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ____ day of _____, 200__.

NEWTEK BUSINESS SERVICES, INC.

Witness: _____

By: _____
As Attorney-in-fact

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this the ____ day of _____, 200__ before me a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of **NEWTEK BUSINESS SERVICES, INC.** ("Grantor"), and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Individual Notary)

My Commission Expires:

SCHEDULE A TO TRADEMARK ASSIGNMENT

<u>TRADEMARKS</u>	<u>APPLICATION/ REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>REGISTRATION DATE</u>
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POWER OF ATTORNEY

NEWTEK BUSINESS SERVICES, INC., a New York corporation ("Grantor"), hereby authorizes NORTH FORK BANK, A DIVISION OF CAPITAL ONE, N.A., its successors and assigns, and any officer or agent thereof (collectively "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Trademark Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Agreement"), including, without limitation, the power to use the Trademarks (as defined in the Trademark Agreement), to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to a certain Guaranty bearing even date herewith between Grantor and Grantee as it may be supplemented, restated, superseded, amended or replaced from time to time.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

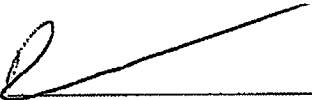
This Power of Attorney shall be coupled with an interest and irrevocable for the life of the Trademark Agreement.

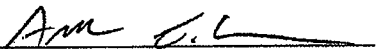
IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 24 day of October, 2007.

NEWTEK BUSINESS SERVICES, INC.

Witness: Jessica McCarthy
Jessica McCarthy

Witness: Noah True-Daniels
Noah True-Daniels

By: 

Attest: 
(Corporate Seal)


ANDREW E. LEWIN
Notary Public, State of New York
No. 02LE6123686
Qualified in Westchester County
Commission Expires Mar. 14, 2009

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF West York : SS
COUNTY OF West York :

On this 24 day of October, 2007, before me personally appeared Mary Skora, to me known and being duly sworn, deposes and says that he/she is [title] of **NEWTEK BUSINESS SERVICES, INC.**, the Grantor corporation described in the foregoing Power of Attorney; that he/she knows the seal of the corporation; that the seal so affixed to the Power of Attorney is such corporate seal; that he/she signed the Power of Attorney and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him/her by law; that the within Power of Attorney is the voluntary act of such corporation; and he/she desires the same to be recorded as such.

ANDREW E. LEWIN
Notary Public, State of New York
No. 02LE6123686
Qualified in Westchester County
Commission Expires Mar. 14, 2009



Notary Public

My Commission Expires: