

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Newtek Business Services, Inc.		12/15/2010	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: 43

Property Type	Number	Word Mark
Registration Number:	3455742	NEWTRACKER
Registration Number:	3455741	NEWTEK REFERRAL SYSTEM
Registration Number:	3312445	AT NEWTEK, WE DO IT BETTER.
Registration Number:	3344122	NEWTEK BUSINESS SERVICES
Registration Number:	3318058	NEWTEK
Registration Number:	3857554	NEWTEK WEB HOSTING
Registration Number:	3865773	NEWTEK BUSINESS SOLUTIONS
Registration Number:	3781711	NEWTEK WEB DESIGN AND DEVELOPMENT
Registration Number:	3870846	WE DO IT BETTER.
Registration Number:	3546590	BIZEXEC
Registration Number:	3546589	NEWTEK BIZEXEC
Registration Number:	3648453	NEWTEK BUSINESS CREDIT
Registration Number:	3680700	NEWTEK DATA STORAGE
Registration Number:	3521979	NEWTEK TECHNOLOGY SERVICES

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Registration Number:	3437414	NEWTEK WEB SERVICES
Registration Number:	3337878	WEBCONTROLCENTER
Registration Number:	3241164	CT
Registration Number:	3450028	NEWTEK BIZEXEC
Registration Number:	3454309	BIZEXEC
Registration Number:	3547273	NEWTEK BUSINESS SOLUTIONS
Registration Number:	3454308	NEWTEK NEWT
Registration Number:	3315432	CRYSTALTECH WEB HOSTING
Registration Number:	3241162	CRYSTALTECH
Serial Number:	85191518	THESBA.COM THE SMALL BUSINESS AUTHORITY POWERED BY NEWTEK
Serial Number:	85190320	THE SMALL BUSINESS OBSERVER
Serial Number:	85191534	THESBA.COM THE SMALL BUSINESS AUTHORITY
Serial Number:	85112600	THE SBA MARKET SENTIMENT SURVEY
Serial Number:	85085282	NEWTEK BUSINESS PARTNERS
Serial Number:	85082518	THE SMALL BUSINESS AUTHORITY INDEX
Serial Number:	85082516	THESBA INDEX
Serial Number:	85082513	THESBA
Serial Number:	77949228	NEWTEK PARTNER RELATIONSHIP MANAGEMENT SYSTEM
Serial Number:	77940407	NEWTEK SITECENTER
Serial Number:	77953042	T1SBA
Serial Number:	77953038	THE 1 SMALL BUSINESS AUTHORITY
Serial Number:	77953035	THE ONE SMALL BUSINESS AUTHORITY
Serial Number:	77953027	TSBA
Serial Number:	77949225	NEWTEK PRMS
Serial Number:	77924688	THE SMALL BUSINESS AUTHORITY
Serial Number:	77885712	NEWT NEWTEK
Serial Number:	77884685	NEWTPAY PRO
Serial Number:	77884676	NEWTPAY
Serial Number:	77348692	NEWTEK BUSINESS SERVICES, INC.

CORRESPONDENCE DATA

Fax Number: (212)704-5987

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-704-6125

TRADEMARK
REEL: 004435 FRAME: 0806

Email: trademarks@troutmansanders.com
Correspondent Name: Troutman Sanders LLP
Address Line 1: 405 Lexington Avenue
Address Line 2: The Chrysler Building
Address Line 4: New York, NEW YORK 10174

ATTORNEY DOCKET NUMBER:	237890.000003
NAME OF SUBMITTER:	Karl M. Zielaznicki, Esq.
Signature:	/kmz/
Date:	12/17/2010

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 15th day of December 2010 by NEWTEK BUSINESS SERVICES, INC. ("Grantor"), in favor of CAPITAL ONE, N.A. ("Grantee").

WITNESSETH

WHEREAS, pursuant to the terms of a certain 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:

Title:

Barry Sloane
Chief Executive Officer

Accepted and Agreed as of the date first above written:

CAPITAL ONE, N.A.

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 BUSINESS SERVICES, INC.

By: _____
Name:
Title:

Accepted and Agreed as of the date first above written:

CAPITAL ONE, N.A.

By:  _____
Name:
Title: *SVP*

SCHEDULE 1

TRADEMARK APPLICATIONS/REGISTRATIONS

<u>Trademark Description</u>	<u>Application/ Registration Number</u>	<u>Application/ Registration Date</u>
THESBA.COM THE SMALL BUSINESS AUTHORITY	85191534	12/06/10
THE SBA MARKET SENTIMENT SURVEY	85112600	08/20/10
NEWTEK BUSINESS PARTNERS	85085282	07/15/10
THE SMALL BUSINESS AUTHORITY INDEX	85082518	07/12/10
THESBA INDEX	85082516	07/12/10
THESBA	85082513	07/12/10
NEWTRACKER	3455742	07/12/06
NEWTEK REFERRAL SYSTEM	3455741	07/12/06
AT NEWTEK, WE DO IT BETTER	3312445	07/12/06
NEWTEK BUSINESS SERVICES	3344122	07/12/06
NEWTEK	3318058	07/12/06
NEWTEK WEBHOSTING	3857554	11/15/10
NEWTEK PARTNER RELATIONSHIP MANAGEMENT SYSTEM	77949228	03/03/10
NEWTEK BUSINESS SOLUTIONS	3865773	11/04/10

NEWTEK SITECENTER	77940407	02/19/10
TISBA	77953042	03/08/10
THE 1 SMALL BUSINESS AUTHORITY	77953038	03/08/10
THE ONE SMALL BUSINESS AUTHORITY	77953035	03/08/10
TSBA	77953027	03/08/10
NEWTEK PRMS	77949225	03/03/10
THE SMALL BUSINESS AUTHORITY	77924688	02/01/10
NEWT NEWTEK	77885712	12/03/09
NEWTPAY PRO	77884685	12/02/09
NEWTPAY	77884676	12/02/09
NEWTEK BUSINESS SERVICES, INC.	77348692	12/11/07
NEWTEK WEB DESIGN AND DEVELOPMENT	3781711	04/27/10
WE DO IT BETTER	3870846	12/09/10
BIZEXEC	3546590	12/16/08
NEWTEK BIZEXEC	3546589	12/16/08
NEWTEK BUSINESS CREDIT	3648453	06/30/09
NEWTEK DATA STORAGE	3680700	09/08/09
NEWTEK TECHNOLOGY SERVICES	3521979	10/21/08
NEWTEK WEB SERVICES	3437414	05/27/08

WEBCONTROLCENTER	3337878	11/20/07
CT	3241164	05/15/07
NEWTEK BIZEXEC	3450028	06/17/08
BIZEXEC	3454309	06/24/08
NEWTEK BUSINESS SOLUTIONS	3547273	12/16/08
NEWTEK NEWT	3454308	06/24/08
CRYSTALTECH WEB HOSTING	3315432	10/23/07
CRYSTALTECH	3241162	05/15/07
THESBA.COM THE SMALL BUSINESS AUTHORITY POWERED BY NEWTEK	85191518	12/06/10
THE SMALL BUSINESS OBSERVER	85190320	12/03/10