

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323677

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VFA, Inc.		11/14/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Babson Capital Finance LLC, as agent		
Street Address:	30 S. Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2944443	ASSETFUSION	
Registration Number:	2941844	ASSETFUSION	
Registration Number:	2404857	VFA	
Registration Number:	2372552	VFA	
Registration Number:	2906858	VFA	
Registration Number:	4421120	VFA	
Registration Number:	3389552	VFA.AUDITOR	
Registration Number:	3402629	VFA.AUDITOR	
Registration Number:	4234944	VFA.AUDITOR MOBILE	
Registration Number:	2996845	VFA.FACILITY	
Registration Number:	2996820	VFA.FACILITY	
Registration Number:	4007188	VFA SMARTSTART	
Registration Number:	3395436	VFA.SPENDMANAGER	
Registration Number:	3395437	VFA.SPENDMANAGER	
Registration Number:	2886973	HARFAN	
Registration Number:	2996891	PROCAPP	
Registration Number:	2269398	RECAPP	
Registration Number:	3517327	STRATCAPP	
Registration Number:	3602529	TCPS	

CH \$490.00 2944443

CORRESPONDENCE DATA**Fax Number:** 3125585700*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 312 558-6352**Email:** lkonrath@winston.com**Correspondent Name:** Laura Konrath**Address Line 1:** 35 W Wacker Drive**Address Line 2:** Winston & Strawn LLP, Suite 4200**Address Line 4:** Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	14044-20
NAME OF SUBMITTER:	Laura Konrath
SIGNATURE:	/Laura L. Konrath/
DATE SIGNED:	11/19/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of November 14, 2014, is made by VFA, Inc., a Delaware corporation ("Grantor"), in favor of Babson Capital Finance LLC, as administrative agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

Grantor has executed and delivered an Amended and Restated Guaranty and Security Agreement, dated as of November 14, 2014, with and in favor of Administrative Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"). Grantor has pledged and granted to Administrative Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Administrative Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Administrative Agent in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Security Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

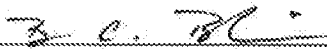
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

VFA, INC., as Grantor

By: 
Name: Mark Friedman
Title: Chief Executive Officer

BABSON CAPITAL FINANCE LLC,
as Administrative Agent

By: Babson Capital Management, LLC
Its: Manager

By: 
Name: Brian Baldwin
Title: Managing Director

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Trademark Title	Trademark Application / Registration Number	Date of Registration	Country
VFA, Inc.	ASSETFUSION	003928711	06-Oct-05	European Community
VFA, Inc.	ASSETFUSION	2944443	26-Apr-05	United States
VFA, Inc.	ASSETFUSION	2941844	19-Apr-05	United States
VFA, Inc.	VFA	003928686	06-Oct-05	European Community
VFA, Inc.	VFA	2404857	14-Nov-00	United States
VFA, Inc.	VFA	2372552	01-Aug-00	United States
VFA, Inc.	VFA	2906858	30-Nov-04	United States
VFA, Inc.	VFA			Canada
VFA, Inc.	VFA	4421120	22-Oct-13	United States
VFA, Inc.	VFA.AUDITOR	920192	31-Mar-08	European Community
VFA, Inc.	VFA.AUDITOR	920192	08-Feb-07	Int'l Registration
VFA, Inc.	VFA.AUDITOR	3389552	26-Feb-08	United States
VFA, Inc.	VFA.AUDITOR	3402629	25-Mar-08	United States
VFA, Inc.	VFA.AUDITOR			Canada
VFA, Inc.	VFA.AUDITOR MOBILE	1106777	04-Jan-13	European Community
VFA, Inc.	VFA.AUDITOR MOBILE	1106777	28-Dec-11	Int'l Registration
VFA, Inc.	VFA.AUDITOR MOBILE	4234944	30-Oct-12	United States
VFA, Inc.	VFA.FACILITY	879226	05-Mar-07	European Community
VFA, Inc.	VFA.FACILITY	879226	22-Sep-05	Int'l Registration
VFA, Inc.	VFA.FACILITY	2996845	20-Sep-05	United States
VFA, Inc.	VFA.FACILITY	2996820	20-Sep-05	United States
VFA, Inc.	VFA.FACILITY			Canada
VFA, Inc.	VFA SMARTSTART	4007188	02-Aug-11	United States

Grantor	Trademark Title	Trademark Application / Registration Number	Date of Registration	Country
VFA, Inc.	VFA.SMARTSTART	1044224	06-May-10	European Community
VFA, Inc.	VFA.SMARTSTART	1044224	06-May-10	Int'l Registration
VFA, Inc.	VFA.SPENDMANAGER	927209	02-Jun-08	European Community
VFA, Inc.	VFA.SPENDMANAGER	927209	10-May-07	Int'l Registration
VFA, Inc.	VFA.SPENDMANAGER	3395436	11-Mar-08	United States
VFA, Inc.	VFA.SPENDMANAGER	3395437	11-Mar-08	United States
VFA, Inc.	VFA.SPENDMANAGER			Canada
VFA, Inc.	HARFAN	2886973	21-Sep-04	United States
VFA, Inc.	PROCAPP	2996891	20-Sep-05	United States
VFA, Inc.	RECAPP	2269398	10-Aug-99	United States
VFA, Inc.	STRATCAPP	3517327	14-Oct-08	United States
VFA, Inc.	TCPS	3602529	07-Apr-09	United States