

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Newtek Business Services, Inc.	07/16/2013
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
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8271326
CORRESPONDENCE DATA	
Fax Number:	2127045987
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2127046125
Email:	karl.zielaznicki@troutmansanders.com
Correspondent Name:	Troutman Sanders LLP
Address Line 1:	600 Peachtree St., NE
Address Line 2:	c/o Karl M. Zielaznicki, Esq.
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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PATENT SECURITY AGREEMENT

PATENT 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 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 Patent 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 "Patent Collateral"), whether now owned or existing or hereafter created, acquired or arising: any and all of the patents and patent applications of the Borrower listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including (without limitation) any and all reissues, divisions, continuations, reexaminations, renewals and extensions thereof (whether in whole or in part), any and all rights corresponding to any of the foregoing throughout the world, and any and all accounts, contract rights, warranties, litigation claims and rights and other general intangibles of the Borrower 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 (all of the foregoing herein collectively referred to as the "Patents"). However, the Bank has not assumed any of the obligations or other liabilities of the Borrower under or respecting the Patents, which remain the sole obligation of the Borrower.

The Borrower hereby authorizes the Bank to modify this Agreement (without the signature of the Borrower) by amending Schedule A hereto to include any and all future patents, patent licenses and patent applications, which are included as "Patents" above and as "Collateral" under (and as defined in) the Security Agreement, whenever acquired or created.

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 Patent 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 PATENT 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:

SIGNATURE PAGE TO PATENT 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

SCHEDULE A

PATENT APPLICATIONS/REGISTRATIONS

<u>Patent Description</u>	<u>U.S. Patent No.</u>	<u>Patent Issue Date</u>
Referral Processing and Tracking System	8,271,326 B1	September 18, 2012

20105681v5

SPECIAL POWER OF ATTORNEY [PATENTS]

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, 2nd Floor, 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 in and to any patents, patent applications and all reissues, 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 Patent 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 "Guaranteed 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: Chairman, CEO, President

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 CEO + President 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