

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
Genesis Financial Solutions, Inc		08/02/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon, as Collateral Agent
Street Address:	101 BARCLAY STREET
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2888999	GENESIS FINANCIAL SOLUTIONS
Registration Number:	4235072	GENESIS
Registration Number:	4265343	GENESIS CREDIT
Registration Number:	4265375	GENESIS LENDING
Serial Number:	85806436	MILESTONE

CORRESPONDENCE DATA

Fax Number: 2027393001  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 202-739-5652  
 Email: chowell@morganlewis.com  
 Correspondent Name: Catherine R. Howell, Senior Paralegal  
 Address Line 1: 1111 Pennsylvania Ave., N.W. Attn: TMSU  
 Address Line 2: Morgan, Lewis & Bockius LLP  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

CH \$140.00 2888999

ATTORNEY DOCKET NUMBER:	011154/0010
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	08/19/2013
<b>Total Attachments: 6</b> source=(75280286)_ (1)_Genesis-Trademark Security Agreement (fully executed)#page1.tif source=(75280286)_ (1)_Genesis-Trademark Security Agreement (fully executed)#page2.tif source=(75280286)_ (1)_Genesis-Trademark Security Agreement (fully executed)#page3.tif source=(75280286)_ (1)_Genesis-Trademark Security Agreement (fully executed)#page4.tif source=(75280286)_ (1)_Genesis-Trademark Security Agreement (fully executed)#page5.tif source=(75280286)_ (1)_Genesis-Trademark Security Agreement (fully executed)#page6.tif	

**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), entered into as of August 2, 2013, is executed and delivered by Genesis Financial Solutions, Inc. (the "Grantor"), and The Bank of New York Mellon, as Collateral Agent (the "Collateral Agent") on behalf of the Holders of the notes (the "Notes") issued under the Note Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, by and among the Grantor, BlueMeridian Capital, LLC ("BlueMeridian") and the Collateral Agent. The holders of the Notes and the Collateral Agent are referred to herein as the "Secured Parties".

**WITNESSETH:**

WHEREAS, to secure its obligations under the Purchase Agreement, and in order to induce BlueMeridian to purchase the Notes, the Grantor has executed that certain Pledge and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified, renewed or extended from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver an intellectual property security agreement in favor of the Collateral Agent for benefit of the Holders with respect to any patent, trademark or copyright applied for, registered, acquired or otherwise held by the Grantor.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** Initially capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement or, if not defined therein, in the Purchase Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby unconditionally grants and pledges to the Collateral Agent to secure the Senior Secured Obligations on behalf of the Secured Parties, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of the Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, and licenses related thereto to which it is a party, including those listed on Schedule I;

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

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, (ii) injury to the goodwill associated with any Trademark or any Trademarks exclusively licensed to Grantor under any Trademark license, including the right to receive any damages, or (iii) right to receive license fees, royalties, and other compensation under any license of any of its Trademarks; provided that, notwithstanding the foregoing, the Trademark Collateral shall not include any

United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Senior Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Senior Secured Obligations and would be owed by the Grantor to the Secured Parties whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Secured Parties pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Collateral Agent and the Holders with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes (but does not obligate) the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Parties' continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS, ETC. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

7. CHOICE OF LAW; JURISDICTION AND VENUE; JURY TRIAL WAIVER, DISPUTE RESOLUTION. THE GRANTOR AND THE COLLATERAL AGENT AGREE THAT THE PROVISIONS IN THE SECURITY AGREEMENT WITH RESPECT TO CHOICE OF LAW, JURISDICTION AND VENUE AND JURY TRIAL WAIVER ARE APPLICABLE TO THIS AGREEMENT AS IF FULLY SET FORTH HEREIN.

8. Collateral Agent. The Bank of New York Mellon has been appointed Collateral Agent for the Holders hereunder pursuant to Section 21 of the Note Purchase Agreement. It is expressly understood and agreed by the parties to this Trademark Security Agreement that (i) The Bank of New York Mellon is entering into this Trademark Security Agreement and acting hereunder solely in its capacity as Collateral Agent under the Note Purchase Agreement and (ii) in entering into and acting as Collateral Agent hereunder, The Bank of New York Mellon shall be afforded all of the rights, protections, benefits, indemnities and immunities granted to the Collateral Agent in the Note Purchase Agreement and the Security Agreement as if set forth in their entirety herein. Any act, or refusal to act, hereunder requiring the Collateral Agent to exercise discretion (including, but not limited to, the exercise of remedies if an Event of Default has occurred and is continuing) shall be exercised in accordance with the terms of the Note Purchase Agreement. The permissive authorizations, entitlements, powers and rights (including, but not limited to, the right to request that the Grantor take an action or deliver a document) granted to the Collateral Agent herein shall not be construed as duties. The Collateral Agent shall be entitled to exercise its rights, powers and duties hereunder through designees or sub-agents. Any successor Collateral Agent appointed pursuant to Section 21 of the Note Purchase Agreement shall be entitled to all the rights, interests and benefits of the Collateral Agent hereunder.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**GENESIS FINANCIAL SOLUTIONS, INC.**

By: 

Name: Bruce A. Weinstein

Title: Chief Executive Officer and President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005093 FRAME: 0810**

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

THE BANK OF NEW YORK MELLON, as  
Collateral Agent

By: arsalabickwal  
Name: ARSALA KIDWAH  
Title: VICE PRESIDENT

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 005093 FRAME: 0811

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Owner</b>	<b>Mark</b>	<b>Serial / Registration Number</b>
Grantor	Genesis Financial Solutions	2888999
Grantor	Genesis	4235072
Grantor	Genesis Credit	4265343
Grantor	Genesis Lending	4265375
Grantor	Milestone	85,806,436

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