

7-11-03

07-16-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102497509

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Mill Creek Bank, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 06/20/2003

2. Name and address of receiving party(ies)

Name: Green Tree IP LLC

Internal Address:

Street Address: 345 St. Peter St., Landmark Towers

City: Saint Paul State: MN Zip: 55102

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State

Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached? Yes No

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/449,946; 76/449,947; 76/478,626; 76/450,093; 76/450,095

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Nancy Sabarra

Internal Address: Willkie Farr & Gallagher

Street Address: 787 Seventh Avenue

City: New York State: NY Zip: 10019

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$140.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

23-2405

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nancy Sabarra Name of Person Signing

Nancy Sabarra Signature

July 11, 2003 Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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01 FC:6521 40.00 BA 02 FC:6522 100.00 BA

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of June 23, 2003 ("Effective Date") by and between Mill Creek Bank, Inc., a corporation organized under the laws of Utah and located at 2825 East Cottonwood Parkway, Suite 230, Salt Lake City, Utah 84121 ("Assignor"), and Green Tree IP LLC, a limited liability company organized under the laws of Delaware and located at 345 St. Peter Street, Landmark Towers, Saint Paul, Minnesota 55102 ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Amended and Restated Asset Purchase Agreement dated as of March 14, 2003 (the "Agreement");

WHEREAS, pursuant to the Agreement, Assignor has agreed to assign to Assignee, and Assignee has agreed to acquire from Assignor, the United States applications for trademark registration set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

WHEREAS, Assignee is a successor to that part of Assignor's business to which the Marks pertain, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

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SCHEDULE A

U.S. TRADEMARK APPLICATIONS

| Application No. | Application Date | Mark |
|------------------------|-------------------------|----------------------------------|
| 76/449947 | September 16, 2002 | MILL CREEK BANK |
| 76/478626 | December 27, 2002 | MILL CREEK BANK (with design) |
| 76/450093 | September 16, 2002 | MILL CREEK FINANCIAL SERVICES |
| 76/450095 | September 16, 2002 | MILL CREEK MORTGAGE |
| 76/449946 | September 16, 2002 | MILL CREEK SERVICING CORPORATION |