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Tab settings ⇨ ⇨ ⇨ ▼



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

102497511 ▼ ▼ ▼

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

1. Name of conveying party(ies):
Conseco Finance Corp.
(f/k/a Green Tree Financial Corporation)
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: **Green Tree IP LLC**
Internal
Address: **345 St. Peter St.,**
Street Address: **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
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: **06/20/2003**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76/369,685
76/369,639
B. Trademark Registration No.(s)
2,180,417
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**

787 Seventh Avenue
Street Address: _____

City: **New York** State: **NY** Zip: **10019**

6. Total number of applications and registrations involved: **3**
7. Total fee (37 CFR 3.41).....\$ **90.00**
 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 *Nancy Sabarra* **July 11, 2003**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **8**

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

07/15/2003 6T0M11 00000206 232405 76369685

01 FC:4521 40.00 BA
02 FC:4522 50.00 BA

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of June 23, 2003 ("Effective Date") by and between Conseco Finance Corp. (formerly known as Green Tree Financial Corporation), a corporation organized under the laws of Delaware and located at 345 St. Peter Street, Landmark Towers, Saint Paul, Minnesota 55102 ("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 trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, the United States state registrations set forth on Schedule C attached hereto and the unregistered trademarks set forth on Schedule D attached hereto in each case, 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.

* * * * *

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
2180417	August 11, 1998	RETAIL REWARD

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

Application No.	Application Date	Mark
76/369685	February 11, 2002	BRINGING YOU HOME
76/369639	February 11, 2002	THE SMART WAY TO FINANCE YOUR HOME

SCHEDULE C

STATE REGISTRATIONS

Trademark No.	Registration Date	Mark	State
19922	June 15, 1998	GREEN TREE	Montana
N/A	June 30, 1998	GREEN TREE	South Dakota
49877	June 26, 1998	GREEN TREE	California

SCHEDULE D

UNREGISTERED TRADEMARKS

GREEN TREE

GREEN TREE (with tree logo)

CFC-GTIP_Trademark
Assignment_final.doc

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