

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
MortgageIT, Inc.		08/23/2005	Limited Liability Company: DELAWARE
Home Closer LLC		08/23/2005	CORPORATION: NEW YORK
Urbistar Settlement Services, LLC		08/23/2005	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Technology Investment Capital Corp.
Street Address:	8 Sound Shore Drive
Internal Address:	Suite 255
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	76623186	URBISTAR
Registration Number:	2349957	MORTGAGEIT
Registration Number:	2458836	THE ONLINE MORTGAGE EXPERTS
Registration Number:	2357078	JUST POINT AND CLOSE
Registration Number:	2926210	H HOME CLOSER
Registration Number:	2330435	LOANSATHOME.COM

CORRESPONDENCE DATA

Fax Number: (202)585-8080
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-585-8264
 Email: sfreedman@nixonpeabody.com

CH \$165.00 76623186

Correspondent Name: Susan M. Freedman, Esq.
Address Line 1: 401 9th Street, N.W.
Address Line 2: Suite 900
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:	Susan M. Freedman
Signature:	/susan m. freedman/
Date:	08/26/2005

Total Attachments: 6

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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, dated as of August ²³, 2005 (the "Trademark Security Agreement"), by MORTGAGEIT, INC., a New York corporation (the "Company"), HOME CLOSER LLC, a New York limited liability company ("Home Closer"), and URBISTAR SETTLEMENT SERVICES, LLC, a Pennsylvania limited liability company ("Urbistar Settlement", together with the Company and Home Closer, collectively, the "Grantors", and each a "Grantor"), in favor of TECHNOLOGY INVESTMENT CAPITAL CORP., a Maryland corporation, as collateral agent for the Purchasers (the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of March 29, 2004, between the Company and the Purchasers (the "Existing NPA", as the same may be further amended, supplemented or restated from time to time, including, without limitation, pursuant to the First Amended and Restated Note Purchase Agreement, dated as of August 23, 2005, the "Purchase Agreement"), the Purchasers purchased certain Notes issued by the Company;

WHEREAS, pursuant to the Purchase Agreement, the Secured Party, the Company and certain other parties executed that certain Pledge and Security Agreement dated as of March 29, 2004 (including all exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, each of the Grantors is required to execute and deliver to the Secured Party this Trademark Security Agreement.

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, each Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Purchase Agreement.
2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to the Secured Party a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Collateral"):
 - (a) all of its trademarks, trademark registrations and trademark applications to which it is or shall be a party, including, without limitation, the trademarks, trademark registrations, and trademark applications referred to in Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration or trademark application;
 - (b) all renewals of the foregoing; and
 - (c) all products and proceeds of the foregoing, including, without limitation, all claims by applicable Grantor against third parties for past, present or future (i)

infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule I annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule I, or (ii) injury to the goodwill associated with any trademark or trademark registration.

3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the 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.

4. Further Acts. On a continuing basis, each Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Secured Party to carry out the intent and purposes of this Trademark Security Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure such Grantor's compliance with this Trademark Security Agreement or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the United States Patent and Trademark Office or any applicable state office. The Secured Party may record this Trademark Security Agreement, an abstract thereof, or any other document describing the Secured Party's interest in the Collateral with the United States Patent and Trademark Office, at the expense of applicable Grantor. In addition, each Grantor authorizes the Secured Party to file financing statements describing the Collateral in any Uniform Commercial Code filing office deemed appropriate by the Secured Party.

5. Authorization to Supplement. Each Grantor shall give the Secured Party prompt notice of any additional United States trademarks or applications therefor after the date hereof. Each Grantor authorizes the Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I hereto to include any future United States trademarks or applications therefor of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I hereto shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Binding Effect. This Trademark Security Agreement shall be binding upon, inure to the benefit of and be enforceable by each Grantor, the Secured Party and their respective successors and assigns. None of the Grantors may assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Purchase Agreement.

7. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Trademark Security Agreement shall terminate and the Secured Party (at Grantors' expense) shall promptly execute and deliver to each Grantor such documents and instruments reasonably requested by Grantors as shall be necessary to evidence

termination of all such security interests given by each Grantor to the Secured Party hereunder, including cancellation of this Trademark Security Agreement by written notice from the Secured Party to the United States Patent and Trademark Office.

8. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Purchase Agreement.

9. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than the State of New York.

[Signatures on following page]

IN WITNESS WHEREOF, each of the Grantors has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MORTGAGEIT, INC.

By: [Signature]
Name: Glenn J. Mouridy
Title: Executive Vice President

HOME CLOSER LLC

By: [Signature]
Name: Jane Prokop
Title: Manager

URBISTAR SETTLEMENT SERVICES, LLC

By: [Signature]
Name: Jane Prokop
Title: Manager/Sole Member (Home Closer LLC)

ACCEPTED AND ACKNOWLEDGED BY:

TECHNOLOGY INVESTMENT CAPITAL CORP.

By: _____
Name: Saul B. Rosenthal
Title: President

IN WITNESS WHEREOF, each of the Grantors has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MORTGAGEIT, INC.

By: _____
Name: _____
Title: _____

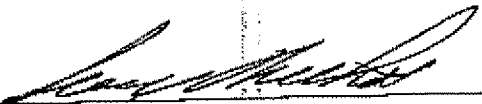
HOME CLOSER LLC

By: _____
Name: _____
Title: _____

URBISTAR SETTLEMENT SERVICES,
LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:
TECHNOLOGY INVESTMENT CAPITAL CORP.

By:  _____
Name: Saul B. Rosenthal
Title: President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

Mark	Registration No.	Date of Issuance	Owner
MortgageIt	2349957	May 16, 2000	MortgageIT, Inc.
The Online Mortgage Experts	2458836	June 5, 2001	MortgageIT, Inc.
Just Point and Close	2357078	June 13, 2000	MortgageIT, Inc.
H Home Closer And Design	2926210	February 15, 2005	Home Closer LLC
Loansathom.Com	2330435	March 14, 2000	MortgageIT, Inc.

U.S. Trademark Applications

Mark	Application No.	Owner
URBISTAR	76623186	Urbistar Settlement Services, LLC