

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GREEN TREE IP LLC		01/03/2007	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	GREENWICH CAPITAL FINANCIAL PRODUCTS, INC., as Collateral Agent		
Street Address:	600 Steamboat Road		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2789472	BRINGING YOU HOME	
Registration Number:	2735430	SPEAKING OF CREDIT	
Registration Number:	2771497	MILL CREEK BANK	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038264-0077		
NAME OF SUBMITTER:	Kristin J. Azcona		

OP \$90.00 2789472

Signature:	/kristinazcona/
Date:	01/04/2007
Total Attachments: 5 source=Green Tree TMK Security Agreement#page1.tif source=Green Tree TMK Security Agreement#page2.tif source=Green Tree TMK Security Agreement#page3.tif source=Green Tree TMK Security Agreement#page4.tif source=Green Tree TMK Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 3, 2007 is entered into by Green Tree IP LLC, a Delaware limited liability company (the "Grantor") and GREENWICH CAPITAL FINANCIAL PRODUCTS, INC., as Collateral Agent for the Secured Parties (the "Secured Party").

Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement dated as of January 3, 2007 among the Grantor, certain of its affiliates and the Secured Parties (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantor and certain of its affiliates are granting a security interest to the Secured Parties in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Secured Party hereby agree as follows:

(i) Grant of Security Interest

(a) Grantor hereby grants to the Secured Party, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Secured Party and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Party given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(v) Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

GREEN TREE IP LLC

By: 

Name: Peter M. Smith

Title: Vice President and Secretary

Trademark Security Agreement

TRADEMARK
REEL: 003455 FRAME: 0139

GREENWICH CAPITAL FINANCIAL PRODUCTS,
INC., as the Collateral Agent

By: _____
Name: *Jason Kennedy*
Title: *Vice President*

TRADEMARK SECURITY AGREEMENT

I. U.S. REGISTERED TRADEMARKS

Trademark	Reg. No.	Reg. Date	Record Owner/Liens
BRINGING YOU HOME	2,789,472	12/2/03	Green Tree IP LLC
SPEAKING OF CREDIT	2,735,430	7/8/03	Green Tree IP LLC
MILL CREEK BANK and logo	2,771,497	10/7/03	Green Tree IP LLC
GREEN TREE	Montana Registration No. 19922	6/15/98	Green Tree IP LLC
GREEN TREE	California Registration No. 49877	6/26/98	Green Tree IP LLC
GREEN TREE	South Dakota Registration No. SD003048	6/30/98	Green Tree IP LLC

II. U.S. TRADEMARK APPLICATIONS

None.