

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KeyCorp		02/27/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	Nationstar Mortgage LLC		
Street Address:	350 Highland Drive		
City:	Lewisville		
State/Country:	TEXAS		
Postal Code:	75067		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78275633	WHEN YOUR BANK SAYS NO, CHAMPION SAYS YES	
Serial Number:	78700416	CHAMPION RIGHT REWARDS	
Serial Number:	78846875	CHAMPION MORTGAGE EVERY DAY CHAMPIONS SWEEPSTAKES	
Serial Number:	78846884	THE CHAMPION MORTGAGE EVERY DAY CHAMPIONS SWEEPSTAKES	
CORRESPONDENCE DATA			
Fax Number:	(703)836-2021		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703 836-6620		
Email:	holly.ford@bipc.com,beth.harrison@bipc.com		
Correspondent Name:	Holly M. Ford		
Address Line 1:	Buchanan Ingersoll & Rooney, PC		
Address Line 2:	1737 King Street. Suite 500		
Address Line 4:	Alexandria, VIRGINIA 22314		
ATTORNEY DOCKET NUMBER:	0055673.000032		

CH \$115.00 78275633

NAME OF SUBMITTER:	Holly M. Ford
Signature:	/Holly M. Ford/
Date:	03/05/2007

Total Attachments: 9

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TRADEMARK ASSIGNMENT
(FEDERAL INTENT-TO-USE APPLICATIONS)

This Trademark Assignment (this "Assignment") is made effective as of February ____, 2007, by KeyCorp, a corporation organized under the laws of the State of Ohio, and its subsidiary KeyBank National Association, a national banking association organized under the laws of the United States of America (collectively "Assignor") in favor of Nationstar Mortgage LLC, a limited liability company organized and existing under the laws of Delaware ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trademark applications listed in the attached Schedule A (collectively, "Marks").

WHEREAS, Assignee is desirous of securing the entire right, title, and interest in and to the Marks and all other related indications of origin pursuant to the Asset Purchase Agreement, dated November 28, 2006, between KeyBank National Association and Assignee ("the Purchase Agreement").

NOW THEREFORE, be it known that, for and in consideration of good and valuable consideration, the receipt of which Assignee acknowledges, the parties hereto agree as follows:

1. Terms with initial capital letters not defined in this Assignment are defined in the Purchase Agreement.

2. This Assignment covers (a) the Marks, including, without limitation, related trademarks, service marks, brand names, trade dress and domain names, together with the assets associated with the foregoing and the ongoing and existing Business to which such trademarks pertain; (b) any extension or renewal of any such registration or application set forth in subsection (a) hereof; (c) any unregistered rights in any of the foregoing; (d) all rights therein provided by international treaties and conventions, and all rights to obtain trademarks and registrations thereto, in each case in all countries throughout the world; and (e) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing (subsections (a) through (e) hereof, collectively, the "Assigned Intellectual Property").

3. Assignor, as owner, does hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, Assignor's entire right, title, and interest in and to the Assigned Intellectual Property in all countries throughout the world, together with the assets associated with the Assigned Intellectual Property of the ongoing and existing Business, in its entirety, and Assignor hereby authorizes and requests any official of any country whose duty it is to issue registrations thereon to issue same to Assignee, its successors and assigns, in accordance with the terms of this Assignment.

4. Assignor hereby covenants that it has the full right to convey the interest assigned by this Assignment, and it has not executed and will not execute any agreement in conflict with this Assignment.

5. Assignor further covenants and agrees that it will, without further consideration, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Assigned Intellectual Property in Assignee, its successors or assigns, in all countries, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

6. Assignor further covenants and agrees to cooperate with and assist Assignee in obtaining, enforcing and defending Assignee's rights in the Assigned Intellectual Property, in accordance with the Purchase Agreement.

IN WITNESS WHEREOF, the said Assignor has executed this Assignment.

KEYCORP

By: _____
Name:
Title:

NATIONSTAR MORTGAGE LLC

By: Anthony H. Barone
Name: Anthony H. Barone
Title: President and CEO

ACKNOWLEDGED AND AGREED:


KEYBANK NATIONAL ASSOCIATION

By: _____
Name:
Title:

Trademark Assignment
Federal Intent-to-Use Applications

IN WITNESS WHEREOF, the said Assignor has executed this Assignment.

KEYCORP

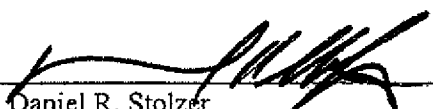
By: 
Name: Daniel R. Stolzer
Title: SVP and Deputy General Counsel

NATIONSTAR MORTGAGE LLC

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED:

KEYBANK NATIONAL ASSOCIATION

By: 
Name: Daniel R. Stolzer
Title: Vice President and Deputy General Counsel

Trademark Assignment
(Federal Intent-to-Use Applications)

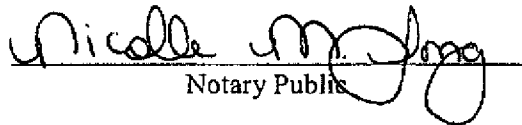
TRADEMARK
REEL: 003493 FRAME: 0243

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)
STATE OF : ss.:
COUNTY OF)

I, Nicole M. Long, the undersigned Notary Public do hereby certify that Daniel R. Stolzer, as Senior Vice President and Deputy General Counsel of KeyCorp, an Ohio corporation, who signed the foregoing Assignment document, was authorized on the 27th day of February, 2007, to execute the foregoing Assignment document on behalf of KeyCorp, and to me acknowledged that he/she did sign the said document.

(STAMP AND SEAL)


Notary Public



NICOLLE M. LONG
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Cuyahoga County
My Comm. Expires 1/7/2009

Trademark Assignment
(Federal Intent-to-Use Applications)

TRADEMARK
REEL: 003493 FRAME: 0244

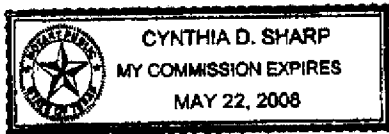
NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)
STATE OF Texas : ss.:
COUNTY OF Denton)

I, Cynthia D Sharp, the undersigned Notary Public do hereby certify that Anthony H Barone, as President of Nationstar Mortgage LLC, a Delaware limited liability company, who signed the foregoing Assignment document, was authorized on the 27 day of February, 2007, to execute the foregoing Assignment document on behalf of Nationstar Mortgage LLC, and to me acknowledged that he/she did sign the said document.

(STAMP AND SEAL)

Cynthia D Sharp
Notary Public



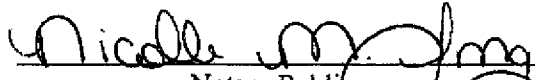
Trademark Assignment
Federal Intent-to-Use Applications

NOTARIAL CERTIFICATE

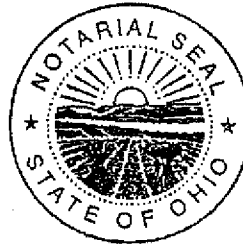
UNITED STATES OF AMERICA)
STATE OF : ss.:
COUNTY OF)

I, Nicolle M. Long, the undersigned Notary Public do hereby certify that Daniel R. Stolzer, as Vice President and Deputy General Counsel of KeyBank National Association, a national banking association organized under the laws of the United States of America, who signed the foregoing Assignment document, was authorized on the 27th day of February, 2007, to execute the foregoing Assignment document on behalf of KeyBank National Association, and to me acknowledged that he/she did sign the said document.

(STAMP AND SEAL)



Notary Public



NICOLLE M. LONG
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Cuyahoga County
My Comm. Expires 1/7/2009

Trademark Assignment
(Federal Intent-to-Use Applications)

TRADEMARK
REEL: 003493 FRAME: 0246

FEDERAL INTENT-TO-USE APPLICATIONS

Schedule A

Mark and Reg. Number	Goods/Services & International Class	Owner	Current TARR Status	Reg. Date/ Renewal
Champion Mortgage Everyday Champions Sweepstakes Ser. # 78,846,875	Financial services, namely, providing financial consultation; mortgage services, namely, mortgage lending, mortgage refinancing, mortgage payment processing; home equity loan services, namely, providing home equity loans and home equity lines of credit, providing home equity loan and home equity line of credit payment processing	KeyCorp	Final review prior to publication has been completed, application will be published for opposition.	3/27/06 (Filing date)
Champion Right Rewards Ser. # 78,700,416	Mortgage and home equity loan services (36); Customer incentive awards programs associated with mortgage offerings (35)	KeyCorp	Application has been published for opposition.	8/25/05 (Filing date)
The Champion Mortgage Everyday Champions Sweepstakes Ser. # 78,846,884	Financial services, namely, providing financial consultation; mortgage services, namely mortgage lending, mortgage refinancing, mortgage payment processing; mortgage and home equity loan services	KeyCorp	Final review prior to publication has been completed, application will be published for opposition.	3/27/06 (Filing date)

Mark and Reg. Number	Goods/Services & International Class	Owner	Current TARR Status	Reg. Date/ Renewal
<p>When Your Bank Says No, Champion Says Yes</p> <p>Ser. # 78,275,633</p>	<p>Mortgage and home equity loan services (36)</p>	<p>KeyCorp</p>	<p>A request for the fourth extension of time to file a statement of use has been granted.</p>	<p>7/17/03 (Filing date)</p>