

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: 16

Property Type	Number	Word Mark
Registration Number:	1803908	CHAMPIONS BANK, N.A.
Registration Number:	1949870	CHAMPION
Registration Number:	2033970	CLEAN SLATE
Registration Number:	2037158	CHAMPION GOLD CHEQUE
Registration Number:	2161244	PAY DOWN YOUR DEBT
Registration Number:	2349388	CHAMPION SAYS YES
Registration Number:	2473660	DOESN'T EVERYONE DESERVE A SECOND CHANCE
Registration Number:	2490025	CHAMPION MORTGAGE
Registration Number:	2583310	BORROWER'S BILL OF RIGHTS
Registration Number:	2798402	CHAMPION MORTGAGE
Registration Number:	2832355	CHAMPION'S POSSIBILITIES PROFILE
Registration Number:	2832461	CHAMPION DICE SI
Registration Number:	2860842	MORTGAGE 101
Registration Number:	2942378	

CH \$415.00 1803908

Registration Number:	2971916	CHAMPION PAY DIRECT
Registration Number:	3133451	CHAMPION FINANCIAL SERVICES

CORRESPONDENCE DATA

Fax Number: (703)836-2021
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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
NAME OF SUBMITTER:	Holly M. Ford
Signature:	/Holly M. Ford/
Date:	03/05/2007

Total Attachments: 11
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TRADEMARK ASSIGNMENT

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 and registrations listed in the attached Schedules A and B (collectively, the "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 goodwill 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 goodwill of the Business associated therewith and symbolized by the Assigned Intellectual Property, 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.

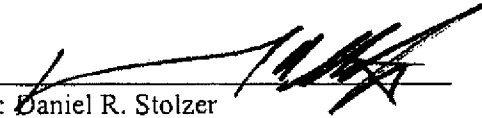
4. Assignor hereby covenants that it has the full right to convey the interest assigned by this Assignment, and it has not executed and will not execute any agreement in conflict with this Assignment.

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, including without limitation.

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

KEYCORP

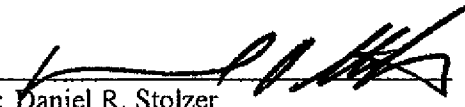
By: 
Name: Daniel R. Stolzer
Title: SVP and Deputy General Counsel

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

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

KEYCORP

By: _____
Name:
Title:

NATIONSTAR MORTGAGE LLC

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

ACKNOWLEDGED AND AGREED:

KEYBANK NATIONAL ASSOCIATION

By: _____
Name:
Title:

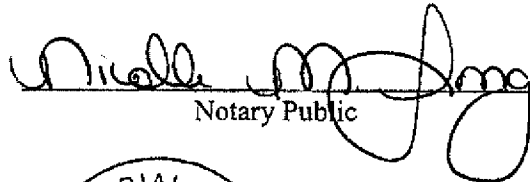
Trademark Assignment

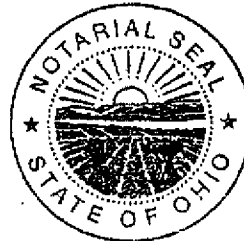
NOTARIAL CERTIFICATE

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 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

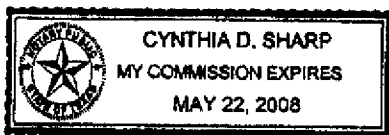
NOTARIAL CERTIFICATE

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

I, Cynthia D Sharp, the undersigned Notary Public do hereby certify that Anthony H Basore 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



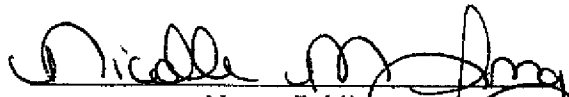
Trademark Assignment

NOTARIAL CERTIFICATE

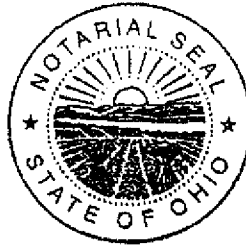
UNITED STATES OF AMERICA)
STATE OF : ss.:
COUNTY OF)

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 TRADEMARK REGISTRATIONS

Schedule A

Mark and Reg. Number	Goods/Services & International Class	Owner	Reg. Date/ Renewal
Champion Reg. # 1,949,870	Mortgage and home equity loan services (36)	KeyCorp	1/23/96 (Reg. date) Renewals Filed: 11/15/01 (Sec. 8 & 15) 3/9/05 (Sec. 8 & 9)
Champion <i>Dice Si</i> Reg. # 2,832,461	Mortgage and home equity loan services (36)	KeyCorp	4/13/04 (Reg. date)
Champion Financial Services Reg. # 3,133,451	Financial and insurance services, namely life insurance brokerage services, disability insurance brokerage services, mortgage protection insurance brokerage services, insurance brokerage services, and individual insurance advisory services (36)	KeyCorp	8/22/06 (Reg. date)
Champion Gold Cheque Reg. # 2,037,158	Home equity loan services (36)	KeyCorp	2/11/97 (Reg. Date) Renewals Filed: 4/9/02 (Sec. 8 & 15 Aff.) 2/11/07 Sec. 8 & 9 Aff. due At present, did not file Sec. 8 & Aff.)
Champion Pay Direct Reg. # 2,971,916	Providing mortgage and home equity loan services; providing mortgage and home equity loan payment processing services (36)	KeyCorp	7/19/05 (Reg. date)
Champion's Possibilities Profile Reg. # 2,832,355	Mortgage lending and home equity loan services (36)	KeyCorp	4/13/04 (Reg. date)

Mark and Reg. Number	Goods/Services & International Class	Owner	Reg. Date/ Renewal
Champion Says Yes Reg. # 2,349,388	Mortgage and home equity loan services (36)	KeyCorp	5/16/00 (Reg. date) Renewal Filed: 5/15/06 (Sec. 8 & 15 Aff.)
Clean Slate Reg. # 2,033,970	Home equity loan services (36)	KeyCorp	1/28/97 (Reg. date) Renewals Filed: 2/1/02 (Sec. 8 & 15 Aff.) 1/3/06 (Sec. 8 & 9 Aff) 1/18/07 first renewal granted (Section 8 (10-year) accepted/ Section 9 granted)
Pay Down Your Debt Reg. # 2,161,244	Debt consolidation loan services (36)	KeyCorp	6/2/98 (Reg. Date) Renewal Filed: 11/3/04 (Sec. 8 & 15 Aff.)
Champion Mortgage Reg. # 2,490,025	Mortgage and home equity loan services (36)	KeyCorp	9/18/01 (Reg. date)
Borrower's Bill Of Rights Reg. # 2,583,310	Mortgage and home equity loan services (36)	KeyCorp	6/18/02 (Reg. date)
Doesn't Everyone Deserve A Second Chance Reg. # 2,473,660	Mortgage and home equity loan services (36)	KeyCorp	7/31/01 (Reg. date)
Miscellaneous Design  Reg. # 2,942,378	Mortgage and home equity loan services (36)	KeyCorp	4/19/05 (Reg. date)
Champion Mortgage And Design  Reg. # 2,798,402	Mortgage and home equity loan services (36)	KeyCorp	12/23/03 (Reg. date)

Mark and Reg. Number	Goods/Services & International Class	Owner	Reg. Date/ Renewal
Champions Bank National Association 1,803,908	Banking services (36)	KeyCorp	Reg. Date 11/9/03 (This service mark was abandoned)
Mortgage 101 2,860,842	Mortgage and home equity loan services; providing information in the field of mortgages and home equity loans via a global computer network (36)	KeyCorp	7/6/04 (Reg. date)

INTERNATIONAL TRADEMARKS
APPLICATIONS AND REGISTRATIONS

Schedule B

Mark/Country	Goods/Services & International Class	Owner	Appln #/ Date	Reg. #/Date (Renewal)
When Your Bank Says No, Champion Says Yes/ CTM	Mortgage and home equity loan services (36)	KeyCorp	005642491 1/25/07	
When Your Bank Says No, Champion Says Yes/ CTM	Mortgage and home equity loan services (36)	KeyCorp		000261032 7/7/98 (9/5/06) (Renewed?)
Champion/ CTM	Mortgage and home equity loan services (36)	KeyCorp		000261040 5/29/00 (9/5/16)
Champion/ Australia	Mortgage and home equity loan services (36)	KeyBank National Association	707514 5/1/96	707514 6/12/97 (5/1/16)
When Your Bank Says No, Champion Says Yes/ Australia	Mortgage and home equity loan services (36)	KeyBank National Association	707513 5/1/96	707513 1/16/97 (5/1/16)