

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/28/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KeyCorp		11/20/2007	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: 1

Property Type	Number	Word Mark
Serial Number:	78735382	SPEND SMART

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: 1737 King Street, Suite 500
 Address Line 2: Buchanan Ingersoll & Rooney PC
 Address Line 4: Alexandria, VIRGINIA 22314-2727

ATTORNEY DOCKET NUMBER:	0055673-000059
NAME OF SUBMITTER:	Holly M. Ford
Signature:	/Holly M. Ford/

CH \$40.00 78735382

Date:

11/21/2007

Total Attachments: 3

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NUNC PRO TUNC TRADEMARK ASSIGNMENT
(FEDERAL INTENT-TO-USE APPLICATION)

This Trademark Assignment (this "Assignment") nunc pro tunc as of February 28, 2007, by KeyCorp, a corporation organized under the laws of the State of Ohio ("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 application listed in the attached Schedule A (the "Mark").

WHEREAS, Assignee is desirous of securing the entire right, title, and interest in and to the Mark and all other indications of origin pursuant to the Asset Purchase Agreement, dated November 28, 2006, between KeyBank National Association, a wholly-owned subsidiary of Assignor, 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.

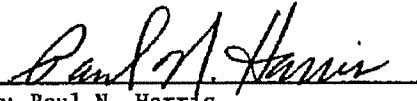
2. This Assignment covers (a) the Mark, including, without limitation, trademarks, service marks, brand names, trade dress and domain names, together with the goodwill associated with the foregoing and the ongoing and existing Business to which the trademark pertains; (b) any extension or renewal of 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 of the business associated with 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.


[Signature page follows]

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

KeyCorp

By: 
Name: Paul N. Harris
Title: Executive Vice President, Secretary and
General Counsel

Nationstar Mortgage LLC

By: 
Name: Ron Fountain
Title: Vice President

FEDERAL INTENT-TO-USE APPLICATION**Schedule A**

Mark and Application	Goods/Services & International Class	Owner	Filing Date
SPEND SMART Serial No. 78/735,382	Educational programs and services, namely, providing classes, seminars, workshops, and tutorials in the field of fiscal responsibility and distribution of course materials in connection therewith (Class 41)	KeyCorp	10/18/2005