

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
New Century Mortgage Corporation	FORMERLY JBE Mortgage	03/12/2008	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PBG Financial Services, Ltd.		
<b>Street Address:</b>	666 Dundee Road, Ste. 401		
<b>City:</b>	Northbrook		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60062		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3040935	HOME123	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)236-3241		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-899-1670		
<b>Email:</b>	jbonavita@gouldratner.com		
<b>Correspondent Name:</b>	Joseph Bonavita		
<b>Address Line 1:</b>	222 N. LaSalle, Ste. 800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>NAME OF SUBMITTER:</b>	Joseph Bonavita		
<b>Signature:</b>	/s/ Joseph Bonavita		
<b>Date:</b>	06/27/2008		

OP \$40.00 3040935

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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

**In re:** : **Chapter 11**  
: **Case No. 07-10416 (KJC)**  
**NEW CENTURY TRS HOLDINGS,** : **Jointly Administered**  
**INC., a Delaware corporation, et al.,<sup>1</sup>** : **Initial Objection Deadline: 3/18/08**  
**Debtors.** : **Committee Objection Deadline: 3/25/08**

**AMENDED NOTICE OF PROPOSED SALE OF ASSETS PURSUANT TO  
ORDER ESTABLISHING MISCELLANEOUS ASSET SALES PROCEDURES  
(PBG FINANCIAL SERVICES, LTD. - DOMAIN NAMES, MARKS  
AND OTHER INTELLECTUAL PROPERTY)**

**PLEASE TAKE NOTICE** that, in accordance with the Court's Order establishing procedures governing miscellaneous asset sales (Docket No. 704) and Order Establishing Expanded Procedures Governing Miscellaneous Asset Sales (Docket No. 2594), the above captioned debtors and debtors in possession (collectively, the "Debtors") respectfully file this Notice of the proposed sale of certain assets (collectively, the "Assets") to PBG Financial Services, Ltd. on the terms set forth in the Bill of Sale and Purchase Agreement and other sale documents attached hereto at "Exhibit A."

Description of Assets. The Assets consist of the majority of the Debtors' remaining internet domain names, trademarks and unregistered marks, and the graphics, images

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<sup>1</sup> The Debtors are the following entities: New Century Financial Corporation (f/k/a New Century REIT, Inc.), a Maryland corporation; New Century TRS Holdings, Inc. (f/k/a New Century Financial Corporation), a Delaware corporation; New Century Mortgage Corporation (f/k/a JBE Mortgage) (d/b/a NCMC Mortgage Corporate, New Century Corporation, New Century Mortgage Ventures, LLC), a California corporation; NC Capital Corporation, a California corporation; Home123 Corporation (f/k/a The Anyloan Corporation, 1800anyloan.com, Anyloan.com), a California corporation; New Century Credit Corporation (f/k/a Worth Funding Incorporated), a California corporation; NC Asset Holding, L.P. (f/k/a NC Residual II Corporation), a Delaware limited partnership; NC Residual III Corporation, a Delaware corporation; NC Residual IV Corporation, a Delaware corporation; New Century R.E.O. Corp., a California corporation; New Century R.E.O. II Corp., a California corporation; New Century R.E.O. III Corp., a California corporation; New Century Mortgage Ventures, LLC (d/b/a Summit Resort Lending, Total Mortgage Resource, Select Mortgage Group, Monticello Mortgage Services, Ad Astra Mortgage, Midwest Home Mortgage, TRATS Financial Services, Elite Financial Services, Buyers Advantage Mortgage), a Delaware limited liability company; NC Deltex, LLC, a Delaware limited liability company; NCoral, L.P., a Delaware limited partnership; New Century Warehouse Corporation, a California corporation.

and logos associated with those marks, as shown in the list attached hereto at "Exhibit B." The Assets are the property of New Century Mortgage Corporation, one of the Debtors in these cases. The approximate value of the Assets, as set forth in the Debtors' books and records, is not calculable without considerable effort.

Marketing and Sale Process. Beginning in January 2008, the Debtors engaged in an extensive process to market the various domain names and other intellectual property rights comprising the Assets. This process was managed by professionals at the Debtors' financial advisors, Alix Partners, and by intellectual property consultants at the firm IP Recovery, Inc. ("IPR"), which the Debtors retained for this purpose pursuant to the Court's Order Authorizing Debtors and Debtors in Possession to Employ IP Recover, Inc. to Market Certain Intellectual Property Assets Pursuant to 11 U.S.C. §§ 327(a) and 328.

The marketing process was conducted in several "rounds." IPR initial outbound marketing effort consisted of identifying and contacting by telephone or email over one thousand mortgage companies, lending institutions, and other parties potentially interested in acquiring the Assets, in whole or in lots. This initial outreach effort led to over 200 follow up inquiries from prospective purchasers for additional information, and to over 100 telephone conversations regarding the purchase of the Assets. The outbound effort was coupled with an inbound effort, consisting largely of publicity, which generated only a small amount of additional inquiries. Additionally, IPR contacted any company, in any region, across all industry lines with names similar to New Century or any of its subsidiaries, in the event that such companies, while not in the financial services sector, might have an interest in the domain names and other Assets.

IPR received a number of offers for individual or small groups of assets, all of which were insignificant or otherwise unattractive for the Debtors to consummate, given the transaction costs in light of the amount of those bids. Of the bids generated as a result of the marketing efforts, which spanned a period of over two and a half months, the bid received from PBG Financial Services, Ltd. was the highest and best offer. Additionally, PBG Financial Services, Ltd. was willing to accommodate the Debtors' request that they be permitted to

continue using certain of the Assets for the limited purpose of concluding the wind-down of these chapter 11 cases through confirmation and thereafter. As just one example, certain of the domain names are presently used by the Debtors for informational purposes in connection with these cases or to “host” the email for the Debtors’ employees, and the Debtors must be able to continue using these domain names. This is incorporated into the sale documents, without any charge or fee to the Debtors whatsoever.

Purchase Price and Allocation. The purchase price for the Assets is \$75,000, and is the result of an open, competitive bidding process. The purchase price is allocated *pro rata* amongst the Assets.

Other Terms and Conditions. The sale of the Assets shall be “as is - where is,” without warranty, representation or recourse back to estates; provided, however, that the purchaser of the Assets will take title to the Assets free and clear of all liens, claims, encumbrances and other interests pursuant to Bankruptcy Code section 363(f).

Compensation to IPR. IPR will receive a “success fee” in connection with the closing of this transaction of \$18,000, as set forth in the Intellectual Property Asset Advisory and Disposition Services Agreement between New Century Mortgage Corporation and IP Recovery, Inc. dated January 8, 2008 (at Section 2), approved by the Court’s Order Authorizing Debtors and Debtors in Possession to Employ IP Recover, Inc. to Market Certain Intellectual Property Assets Pursuant to 11 U.S.C. §§ 327(a) and 328. Also pursuant to the terms of IPR’s engagement, the Debtors will reimburse IPR for actual costs and expenses incurred in connection with their representation.

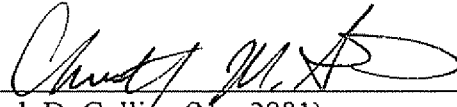
Liens on and Other Interests in the Assets. The Debtors are not aware of any parties holding or asserting liens or interests in the Assets. At any rate, the Debtors believe that any such liens or interests would be subject to money satisfaction in accordance with Title 11 of the United States Code section 363(f)(5) and / or that any such lienholders will consent to the proposed sales (and the Debtors reserve all rights with respect to any assertion of liens or interests in the Assets). None of the Assets are leased.

Procedures to Object to Proposed Sale. Any objection to the sale proposed herein must: (i) be in writing; (ii) state with specificity the nature of the objection; and (iii) be filed with the Bankruptcy Court and served by overnight delivery, facsimile or electronic mail on or before March 18, 2008 (the "Initial Objection Deadline") on the following parties: (a) counsel to the Debtors; (b) counsel to the Official Unsecured Creditors' Committee (the "Creditors' Committee"); (c) counsel to the Administrative Agent for the lenders providing post-petition secured financing to the Debtors (during such time as there remain amounts outstanding under the Debtors' post-petition secured financing); (d) all known parties holding or asserting liens, claims, encumbrances or other interests in the Assets and their respective counsel, if known; (e) the Office of the United States Trustee for the District of Delaware; and (f) the Examiner appointed in these cases (the "Interested Parties"). The objection deadline for the Creditors' Committee shall be March 25, 2008 (the "Committee Objection Deadline" and, together with the Initial Objection Deadline, the "Objection Deadlines"). If no objections are filed with the Court and served on the Interested Parties by the Objection Deadlines, then the Debtors may proceed with the sale proposed herein.

If an objection is timely filed and served, then (a) the objection shall be deemed to be a request for a hearing on the proposed sale at the next scheduled omnibus hearing in these cases that is at least 10 days after service of the objection, and (b) the sale proposed herein may not proceed absent written withdrawal of the objection or entry of an order by the Court approving the sale.

Dated: March 12, 2008  
Wilmington, Delaware

Respectfully submitted,



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Mark D. Collins (No. 2981)  
Michael J. Merchant (No. 3854)  
Christopher M. Samis (No. 4909)  
RICHARDS, LAYTON & FINGER, P.A.  
One Rodney Square  
P.O. Box 551  
Wilmington, Delaware 19899  
(302) 651-7700

-and-

Suzanne S. Uhland  
Ben H. Logan  
Laine Mervis  
O'MELVENY & MYERS LLP  
275 Battery Street  
San Francisco, California 94111  
(415) 984-8700

ATTORNEYS FOR DEBTORS AND  
DEBTORS IN POSSESSION

## **EXHIBIT A - BILL OF SALE AND PURCHASE AGREEMENT**

THIS BILL OF SALE AND PURCHASE AGREEMENT (the "Agreement") is made and entered into March 5, 2008, by and between PBG Financial Services, Ltd. ("Purchaser") and New Century Mortgage Corporation and its chapter 11 affiliates, as debtors and debtors in possession (collectively, "Seller"), under Case No. 07-10416 pending in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"):

### **RECITALS**

A. Subject to approval by the Bankruptcy Court, Seller hereby sells, conveys, delivers, transfers and assigns to Purchaser all of Seller's rights, title and interest in and to the domain names, trademarks and other assets described on the schedule attached hereto at "Exhibit B," including the graphics, logos, and images associated with those assets (collectively, "Assets").

B. Purchaser and Seller wish to provide for the transfer of such right, title and interest in and to the Assets for the price and pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Transfer of Assets. Subject to approval by the Bankruptcy Court, Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser all of Seller's rights, title and interest in and to the Assets, if any.

2. Purchase Price. The purchase price for the Assets is \$75,000, which Purchaser shall pay in full to Seller in cash or other immediately available funds upon the execution of this Agreement (the "Purchase Price").

3. "AS IS - WHERE IS" Transaction. Purchaser expressly acknowledges that Seller's interest in the Assets is being conveyed to Purchaser on an "as is - where is" basis, without recourse and without any warranties or representations of any kind, express or implied, including but not limited to any implied warranty of merchantability, any implied warranty of fitness of the Assets for any particular purpose, and without any obligation on the part of Seller to perform any obligation or cure any default with regard to any of the Assets. Purchaser is relying solely on its own due diligence, and is not relying on any warranty, representation or assistance from Seller.

4. Approval. The effectiveness of this Agreement and the consummation of the sale contemplated in this Agreement are subject to the approval of the Bankruptcy Court as provided in the Order Establishing Procedures Governing Miscellaneous Asset Sales (Docket No. 704) and Order Establishing Expanded Procedures Governing Miscellaneous Asset Sales (Docket No. 2594). Purchaser shall, at Purchaser's own cost, cooperate in good faith with the reasonable requests of Seller regarding approval of the sale of the Assets, including providing evidence as may be required by the Bankruptcy Court. In the event the Bankruptcy Court does not approve the sale of Assets, Seller shall return the Purchase Price to Purchaser, without interest, within 5 business days after receipt of the Bankruptcy Court's written decision.



5. Sale and Other Taxes. Any and all sales or other taxes relating to the sale of Assets, if any, shall be the sole responsibility of Purchaser.

6. Miscellaneous.

6.1. Attorneys' Fees. In the event that either party hereto brings an action or other proceeding to enforce or interpret the terms and provisions of this Agreement, the prevailing party in that action or proceeding shall be entitled to have and recover from the non-prevailing party all fees, costs and expenses, including court costs and reasonable attorneys' fees, as the prevailing party may suffer or incur in pursuit or defense of such action.

6.2 Termination. Seller may, on written notice to Purchaser, terminate this Agreement at any time before consummation of the sale of Assets, should Seller determine, in its sole and absolute discretion, in consultation with the Official Committee of Unsecured Creditors, that the terms of this Agreement are (i) inadequate or insufficient, (ii) not in conformity with the Bankruptcy Code or (iii) contrary to the best interests of Seller, its estate, and creditors.

6.3 Bankruptcy Court Jurisdiction. Purchaser and Seller agree that the Bankruptcy Court shall have and retain exclusive jurisdiction over any and all disputes hereunder, and hereby consent to and agree not to contest such exclusive jurisdiction.

6.4 Entire Agreement. This Agreement contains the entire agreement between Purchaser and Seller relating to the sale of the Assets. Any oral representations or modifications concerning this Agreement or any such other document shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

6.5 Modification. This Agreement may be modified, amended or supplemented only by a written instrument duly executed by all parties hereto.

6.6 Severability. Should any term, provision or paragraph of this Agreement be determined to be illegal or void or of no force and effect, the balance of the Agreement shall survive.

6.7 Captions. All captions and headings contained in this Agreement are for convenience of reference only and shall not be construed to limit or extend the terms or conditions of this Agreement.

6.8 Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

6.9 Binding Effect. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.


6.10 Applicable Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Delaware without giving effect to rules governing the conflict of laws and, to the extent applicable, the Bankruptcy Code.

6.11 Counterparts. This Agreement may be signed in counterparts. The parties further agree that this Agreement may be executed by the exchange of facsimile signature pages provided that by doing so the parties agree to undertake to provide original signatures as soon thereafter as reasonable under the circumstances.

IN WITNESS WHEREOF, Seller and Purchaser have duly executed and delivered this Bill of Sale and Purchase Agreement.

**SELLER:**

**New Century Mortgage Corporation**

By:   
Name: Jamie Lisac  
Title: Chief Financial Officer

**PURCHASER:**

**PBG Financial Services, Ltd.**

By: \_\_\_\_\_  
Name: Howard Garner  
Title: Partner

6.11 Counterparts. This Agreement may be signed in counterparts. The parties further agree that this Agreement may be executed by the exchange of facsimile signature pages provided that by doing so the parties agree to undertake to provide original signatures as soon thereafter as reasonable under the circumstances.

IN WITNESS WHEREOF, Seller and Purchaser have duly executed and delivered this Bill of Sale and Purchase Agreement.

**SELLER:**

**New Century Mortgage Corporation**

By: \_\_\_\_\_  
Name: Jamie Lisac  
Title: Chief Financial Officer

**PURCHASER:**

**PBG Financial Services, Ltd.**

By: \_\_\_\_\_  
Name: Howard Gamer  
Title: Partner

## EXHIBIT B - SCHEDULE OF ASSETS

### DOMAIN NAMES

123loan.com  
1-800-any-loan.com  
1-800-anyloan.com  
1-800anyloan.com  
1800anyloan.com  
1800home123.com  
800anyloan.com  
1800home123.tv  
888home123.com  
1ststerlingmortgage.com  
24-7realtorassist.com  
adastramortgage.com  
anthonymcumings.com  
anyloan.com  
anyloancompany.com  
anyloancompany.net  
anyloancompany.org  
austinnationalmortgage.com  
bakersfieldmortgagepro.com  
banialopez.com  
belindamarcet.com  
bjlovesreferrals.com  
brycedahlin.com  
buybyrob.com  
caesarbritten.com  
campbellmortgages.com  
carlaspragg.com  
casa-123.com  
casa123.com  
casa123.net  
christopherlefevre.com  
closemorenow.com  
closemoreu.com  
compufundmortgage.com  
cphloans.com  
deannaolivo.com  
debralowe.com  
donreinartz.com  
dreamsapproved.com  
edwardjrussell.com  
eliteokc.com  
elitetulsa.com  
erinmerryman.com  
fasthomeloans-bymnunez.com  
fasthomeloans-byrgreen.com  
fastinsur.com  
fastinsur.net  
fastinsur.org  
fastinsure.net

fastinsure.org  
fastnsur.com  
fastnsur.net  
fastnsur.org  
fastnsure.com  
fastnsure.name  
fastnsure.net  
fastnsure.org  
fastnsure.us  
financingtheislands.com  
findseattleloans.com  
freyfinancialmortgage.com  
fthoodmortgage.com  
gail-best.com  
gocommercial.com  
goldenoakloans.com  
gomultifamily.com  
handymande.com  
home123.cc  
home1-2-3.com  
home123-builder.com  
home123-customersurvey.com  
home123.biz  
home123.info  
home123.net  
home123.org  
home123.tv  
home123.com  
home123.us  
home123.ws  
home123bank.com  
home123insurance.com  
home123corp.com  
home1-2-3corp.com  
home123direct.com  
home123info.com  
home123insurance.info  
home123insurance.name  
home123insurance.net  
home123insurance.org  
home123insurance.us  
home123insuranceservices.com  
home123insuranceservices.info  
home123insuranceservices.name  
home123insuranceservices.net  
home123insuranceservices.org  
home123insuranceservices.us  
home123loan.biz  
home123loan.com  
home123loan.info  
home123loan.net  
home123loans.biz  
home123loan.tv

home123loan ws  
home123loans com  
home1-2-3loans com  
home123loans info  
home123loans net  
home123loans tv  
home123loans.us  
home123loans ws  
home123mortgage.com  
home123partners.com  
home123partners.net  
home123-pld.com  
home123prime.com  
home123racing.com  
home123sucks.biz  
home123sucks.com  
home123sucks.info  
home123sucks.net  
home123sucks.us  
homebuyerbenefit.com  
homelandlenders.com  
homeloanrockstar.com  
homeloansbycolin.com  
homeloansbyrandy.com  
ihaveyourhomeloan.com  
insurxpress.net  
insurxpress.org  
jameslackman.com  
jaimeloans.com  
jeffwiersma.com  
jeffwucinich.com  
jennasloans.com  
jennifercrech.com  
jesseedmonds.com  
jimstick.com  
johnfgoad.com  
juliannegibson.com  
jumboloanz.com  
kensteamworks4you.com  
kevin-ellis.com  
kingstonmortgage.com  
knowyourloans.com  
lakecorpuschristihomeloans.com  
laurakryan.com  
laurieahansen.com  
learnmoreu.com  
learnmoreu.net  
learnmoreuniversities.com  
learnmoreuniversities.net  
learnmoreuniversity.com  
learnmoreuniversity.net  
lesliethomerson.com  
lindatheloanlady.com






loanexpertsite.com  
loansbycori.com  
loanswithchrys.com  
loanswithpete.com  
mariortegon.com  
metmortgageending.com  
midwesthometg.com  
midweststerlingmortgage.com  
millieho.com  
mishaford.com  
monticellomortgageservices.com  
montimortgage.com  
mortgage512.com  
mortgagesbymichelle.com  
mtganswerman.com  
mtgaustin.com  
nccommercial.com  
ncen.com  
ncenassociate.com  
ncenassociate.info  
ncenassociate.name  
ncenassociate.net  
ncenassociate.org  
ncenassociate.us  
ncencommercial.com  
ncendirect.net  
ncensucks.biz  
ncensucks.com  
ncensucks.info  
ncensucks.net  
ncensucks.us  
ncinsuranceservices.com  
ncinsuranceservices.info  
ncinsuranceservices.name  
ncinsuranceservices.net  
ncinsuranceservices.org  
ncinsuranceservices.us  
ncissaly.com  
ncmvboston.com  
ncmvtc.com  
ncmvtexas.com  
newcentury.com  
newcenturycommercial.com  
newcenturydirect.com  
newcenturydocs.com  
newcenturyfinancial.com  
newcenturyfinancial.net  
newcenturyfinancial.org  
newcenturyfinancialonlinemortgages.com  
newcenturyfinancialonlinemortgages.net  
newcenturyfinancialsucks.biz  
newcenturyfinancialsucks.com  
newcenturyfinancialsucks.info





newcenturyfinancialsucks.net  
newcenturyfinancialsucks.us  
newcenturyhmda.com  
newcenturylending.com  
newcenturymorgage.com  
newcenturymortgage.com  
newcenturymortgagesucks.biz  
newcenturymortgagesucks.com  
newcenturymortgagesucks.info  
newcenturymortgagesucks.net  
newcenturymortgagesucks.us  
newcenturyonlinemortgages.com  
newcenturyonlinemortgages.net  
newcenturyprime.com  
newcenturysucks.biz  
newcenturysucks.com  
newcenturysucks.info  
newcenturysucks.net  
newcenturysucks.us  
newcenturytc.com  
newvendsur.com  
newvendsure.com  
newvensur.com  
newvensure.com  
nick-watts.com  
northamericanres.com  
nwfundingsolutions.com  
onestoploanshop.com  
pahome123.com  
pamelazank.com  
peachtreeresidentialmtg.com  
prestigeresidential.com  
primewestfunding.com  
ramonfrancis.com  
regabnewcenturymortgagesecurities.com  
resprimelending.com  
reynarogers.com  
sdmort.com  
selectmortgagegrouppltd.com  
selectmortgageltd.com  
sellmoreu.net  
sellmoreuniversity.com  
sellmoreuniversity.net  
southtexasmortgagecenter.com  
stephaniefisman.com  
summitresortlending.com  
teambiroschak.com  
theanyloancompany.com  
theanyloancompany.net  
theoriginators123.com  
tlh-mortgage.com  
totalmortgageresource.com  
totalmortgageresources.com



wendycarley.com  
 worthfunding.com  
 wrtfinancial.com  
 wwwhome123.com  
 youcangetahome.com  
 yourlendinglady.com  
 yourlendingpro.com  
 yourlo.com

**TRADEMARKS**

Mark	Serial No	Filed	Reg No	Reg Date	Status
1.800HOME123.com	78/083,515	9/12/2001	2,559,001	4/9/2002	Registered
1 800HOME123.com & Design 	78/083,452	9/11/2001	2,631,907	10/8/2002	Registered
123LOAN.COM	75/717,403	6/1/1999	2,486,670	9/11/2001	Registered
ACCESS LENDING	78/826,084	3/1/2006			Pending
Casa123	78/539,073	12/28/2004			Published
CLOSE MORE UNIVERSITY	78/320,114	10/29/2003	2,895,857	10/19/2004	Registered
CLOSE MORE UNIVERSITY & Design 	78/382,389	3/11/2004	2,905,252	11/23/2004	Registered
CLOSE MORE UNIVERSITY PRESENTS & Design 	78/593,379	3/23/2005	3,097,711	5/30/2006	Registered
CUTTING THROUGH THE LOAN CLUTTER	78/488,448	9/23/2004	3,130,921	8/15/2006	Registered
FAST N SURE INSURANCE WHEN YOU NEED IT! Logo 	78/517,857	11/16/2004			Published
FASTNSURE	78/474,249	8/26/2004			Published
HOME 123	75/385,607	11/6/1997	2,250,525	6/1/1999	Registered
Home 123 cutting through the loan clutter & Design 	78/492,931	10/1/2004	3,031,863	12/20/2005	Registered

Mark	Serial No	Filed	Reg No	Reg Date	Status
HOME123 (Logo) <b>home123</b>	78/509,088	11/1/2004	3,040,935	1/10/2006	Registered
HOME123 CREDIT CARDS					Unfiled
Home123 Credit Tool Kit Deluxe	78/926,653	7/11/2006			Pending
HOME123 INSURANCE SERVICES & Design <b>home123 Insurance Services</b>	78/517,886	11/16/2004	3,118,270	7/18/2006	Registered
Home123 Mortgage & Design <b>home123 MORTGAGE</b>	77/043,669	11/14/2006			Pending
INSURANCE RIGHT/WHEN YOU NEED IT!	78/474,259	8/26/2004			Published
INSURANCE WHEN YOU NEED IT!	78/517,832	11/16/2004			Published
N design 	75/732,816	6/17/1999	2,394,342	10/10/2000	Registered
NC INSURANCE SERVICES & N Design  NC INSURANCE SERVICES	78/517,877	11/16/2004			Published
NEW CENTURY & N design  NEW CENTURY	75/741,825	6/18/1999			Published
NEW CENTURY FIRST MORTGAGE	78/643,996	6/6/2005			Published
NEW CENTURY MORTGAGE	75/554,015	9/15/1998	2,580,564	6/18/2002	Registered
NORTH AMERICAN REAL ESTATE SOLUTIONS & Design 	76/531,479	7/17/2003	2,922,107	2/1/2005	Registered
QUICKFUND	76/022,988	4/11/2000	2,437,162	3/20/2001	Registered
RAPID REQUEST	78/523,745	11/29/2004	3,030,903	12/13/2005	Registered
THE HANDSHAKE IS BACK	76/033,411	4/25/2000	2,732,579	7/1/2003	Registered
TRATS FINANCIAL SERVICES	78/854,501	4/5/2006			Published
We Get It	78/774,168	12/15/2005	3,171,267	11/14/2006	Registered

**ADDENDUM**

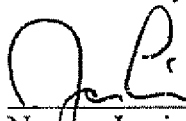
PBG Financial Services, Ltd. ("Purchaser") and New Century Mortgage Corporation and its chapter 11 affiliates ("Seller") hereby enter into this Addendum to the Bill of Sale and Purchase Agreement dated March 5, 2008 entered into between the parties and agree as follows:

1. Notwithstanding the sale, assignment and transfer of the "Assets" set forth in the Bill of Sale and Purchase Agreement, Seller may continue to have exclusive use of the ncen.com and newcentury.com domain names, on a limited basis, as may be necessary for Seller and its estates to continue and conclude its wind-down efforts and other operations in connection with its chapter 11 cases, regulatory compliance, and other uses for which Seller will need in order to be insulated from any claims to cease and desist use or infringement. Further, in the event Seller subsequently determines that any other domain names or other Assets are necessary for Seller and its estates for such purposes and Seller notifies Purchaser of such determination, Purchaser agrees that it will immediately make such domain names and other Assets available to Seller on these same terms.

2. Any such use by Purchaser as set forth above shall be a fully paid, royalty free, exclusive license. In no event will Seller be obligated to pay any royalty, fee or any other amount to Purchaser in connection with the sale, assignment and transfer of Assets set forth in the Bill of Sale and Purchase Agreement.

**SELLER:**

**New Century Mortgage Corporation**

By:   
Name: Jamie Lisac  
Title: Chief Financial Officer

**PURCHASER:**

**PBG Financial Services, Ltd.**

By: \_\_\_\_\_  
Name: Howard Gamer  
Title: Partner

**ADDENDUM**

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**SELLER:**

**New Century Mortgage Corporation**

By: \_\_\_\_\_  
Name: Jamie Lisac  
Title: Chief Financial Officer

**PURCHASER:**

**PBG Financial Services, Ltd.**

By:  \_\_\_\_\_  
Name: Howard Gamer  
Title: Partner

**TRADEMARK QUIT CLAIM ASSIGNMENT**


This assignment is made effective as of March 5, 2008, by and between New Century Mortgage Corporation and its chapter 11 affiliates, as debtors and debtors in possession, having an office at 3337 Michelson Drive, CN 350, Irvine, CA 92612 (collectively, "Seller"), and PBG Financial Services, an Illinois S Corporation, having its principal place of business at 666 Dundee Road Suite 401, Northbrook, IL 60062 ("Purchaser").

WHEREAS, Seller may have acquired certain right to, may have adopted and used, and may be the owner of the trademarks listed on the "Exhibit B" to the Bill of Sale and Purchase Agreement entered into between the parties.

WHEREAS, Purchaser desires to acquire any rights that Seller may have in such trademarks.

NOW, THEREFORE, in consideration of the "Purchase Price" described in the Bill of Sale and Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby assigns, sells and transfers to Purchaser on a quit claim basis any and all of its right, title and interest in and to the trademarks, United States registrations, and any unregistered marks identified on "Exhibit B," together with any goodwill of the business associated with those marks, and the right to sue for past infringement of each of those registrations and marks, with the exception of any right to sue in connection with the lawsuit New Century Mortgage Corp. v. 123 Home Loans, Inc, Case No. 05-80549-Civ-Hurley/Hopkins.

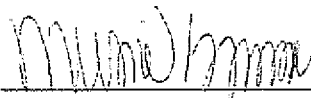
NEW CENTURY MORTGAGE CORPORATION

By:   
Name: Jamie Lisac  
Title: Chief Financial Officer

State of California    )  
Orange County        ) SS

On this 5th day of March 2008, before me appears Samie Lisac  
The person who signed this instrument and who acknowledged that he signed it on behalf of New Century Mortgage Corporation with authority to do so.



  
Notary Public  
My Commission Expires