

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bill of Sale and Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Century Mortgage Corporation		03/05/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PBG Financial Services, Ltd.		
Street Address:	666 Dundee Road		
Internal Address:	Suite 401		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75741825	N NEW CENTURY	
CORRESPONDENCE DATA			
Fax Number:	(312)456-8435		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3124568400		
Email:	mcgradyp@gtlaw.com		
Correspondent Name:	Paul D. McGrady, Jr.		
Address Line 1:	77 W. Wacker Drive		
Address Line 2:	Greenberg Traurig, LLP - SUITE 2500		
Address Line 4:	Chicago, ILLINOIS 60601-1732		
ATTORNEY DOCKET NUMBER:	108480		
NAME OF SUBMITTER:	Paul D. McGrady, Jr.		
Signature:	/Paul D. McGrady, Jr./		

CH \$40.00 75741825

Date:

08/19/2008

Total Attachments: 14

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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.

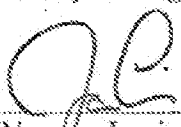
6.10. Applicable Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Delaware without giving effect to rules governing the conflict of laws and, to the extent applicable, the Bankruptcy Code.

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

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New Century Mortgage Corporation

By: _____

Name: Jamie Lisac

Title: Chief Financial Officer

PURCHASER:

PBG Financial Services, Ltd.

By: _____

Name: Howard Garner

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
acastramortgage.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
fasthomeicans-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-pid.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
jaimesloans.com
jeffwiersma.com
jeffwucinich.com
jennasloans.com
jennifercreech.com
jesseedmonds.com
jimstick.com
johnfgoad.com
juliannegibson.com
jumboanz.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
lindathelolady.com



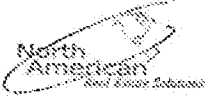
loanexpertsite.com
loansbycori.com
loanswithchrys.com
loanswithpete.com
mariortegon.com
metmortgagelending.com
midwesthometg.com
midweststerlingmortgage.com
millieho.com
mishaford.com
monticellomortgageservices.com
montimortgage.com
mortgage512.com
mortgagesbymichelle.com
mtganswerman.com
mtgaustin.com
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
newcenturymortgage.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
selectmortgageitd.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) Home123	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 Home123 Insurance Services	78/517,886	11/16/2004	3,118,270	7/18/2006	Registered
Home123 Mortgage & Design Home123 MORTGAGE	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 <small>© NC INSURANCE SERVICES</small>	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 ncn.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 Garner

Title: Partner

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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 Garner
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.

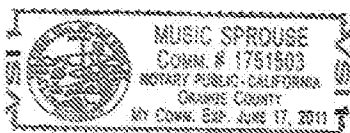
NOW, THEREFORE, in consideration of the "Purchase Price" described in the Bill of Sale and Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby assigns, sells and transfers to Purchaser on a quit claim basis any 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: [Signature]
Name: Jamie Lisac
Title: Chief Financial Officer

State of California)
Orange County) SS

On this 5th day of March 2008, before me appears Jamie 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.



[Signature]
Notary Public
My Commission Expires