

**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>
Aurora Loan Services, Inc.		10/08/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Capital Inc.		
<b>Street Address:</b>	200 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10166		
<b>Entity Type:</b>	CORPORATION: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78064088	LBB EXPRESS HOME LOAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)878-8375		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-878-8000		
<b>Email:</b>	trademark.group@cliffordchance.com		
<b>Correspondent Name:</b>	Steven T. Shelton		
<b>Address Line 1:</b>	31 West 52nd Street		
<b>Address Line 2:</b>	Clifford Chance US LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6131		
<b>ATTORNEY DOCKET NUMBER:</b>	80-20703918		
<b>NAME OF SUBMITTER:</b>	Steven T. Shelton		
<b>Signature:</b>	/Steven T. Shelton/		
<b>Date:</b>	10/20/2008		

CH \$40.00 78064088

**Total Attachments: 5**

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**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT, dated October 8, 2008 (this “**Assignment**”), is entered into by and between Aurora Loan Services, Inc. (“**Assignor**”) and Barclays Capital Inc. (“**Assignee**”). Both Assignor and Assignee are collectively referred to herein as the “**Parties.**”

**WHEREAS**, Assignor and/or certain of its Affiliates and Assignee have entered into an Asset Purchase Agreement dated as of September 16, 2008, as amended by the First Amendment to the Asset Purchase Agreement, dated as of September 19, 2008 and as supplemented and further amended by a certain clarifying letter agreement, dated as of September 20, 2008 (the “**Purchase Agreement**”);

**WHEREAS**, pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer, convey, assign and deliver, and Assignee has agreed to accept and acquire, all of Assignor’s rights, title and interests in and to the Purchased Marks that are comprised within the Purchased Intellectual Property, including, without limitation, those Purchased Marks listed in Schedule A (all such trademarks known collectively as the “**Assigned Trademarks**”) and Assignor wishes to confirm Assignee’s ownership of those Purchased Marks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

1. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee all of Assignor’s worldwide right, title and interest in and to the Assigned Trademarks, including, without limitation, all past and present goodwill associated therewith or symbolized thereby, together with all rights derived therefrom, including statutory, common law and contractual rights, in, to and under the Assigned Trademarks, all registrations that have been or may be granted thereon, all applications for registrations thereof, and all records and files related thereto, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and in and to all income, royalties, damages and payments now or hereafter due or payable with respect to the Assigned Trademarks, including in and under all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned under this Assignment, and for intent-to-use U.S. applications, the Parties acknowledge that that portion of the business of Assignor to which the Assigned Trademarks pertain is ongoing and existing and is being transferred to Assignee also.
2. The foregoing assignment is, in all events, subject to the Purchase Agreement.
3. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, will have the respective meanings set forth in the Purchase Agreement.

4. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Assigned Trademarks.
5. This Assignment is binding upon and inures to the benefit of the Parties hereto and their respective successors, transferees and assigns. This Assignment and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all Parties hereto. The failure of any Party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
6. The Parties agree that the Assigned Trademarks are Omitted Intellectual Property within the scope of Section 3.3 of the Intellectual Property Assignment Agreement by and between Assignor and/or certain of its Affiliates and Assignee, dated as of September 22, 2008, and that this Assignment is executed pursuant to that section. Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment.


**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

AURORA LOAN SERVICES LLC f/w/a BARCLAYS CAPITAL INC.  
AURORA LOAN SERVICES INC.

By: Karen H. Cornell  
Name: Karen H. Cornell  
Title: SVP

By: \_\_\_\_\_  
Name:  
Title:

Sworn to and subscribed before me  
this 1 day of September, 2008.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**CHARLES STUART KWALWASSER**  
**NOTARY PUBLIC, STATE OF NEW YORK**  
No. 02KW6138715  
QUALIFIED IN QUEENS COUNTY  
MY COMMISSION EXPIRES DEC. 27, 2009

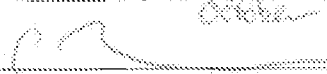
AURORA LOAN SERVICES LLC f/k/a  
AURORA LOAN SERVICES INC.

BARCLAYS CAPITAL INC.

By: \_\_\_\_\_  
Name:  
Title:

By:   
Name: GERARD LaRoche  
Title: CFO

Sworn to and subscribed before me  
this 8 day of ~~September~~ October, 2008.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

CHARLES STUART KWALWASSER  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 02KN6138715  
QUALIFIED IN QUEENS COUNTY  
MY COMMISSION EXPIRES DEC. 27, 2008

Schedule A

Title	Appl. No.	Appl. Date	Reg. No.	Reg. Date
LBB EXPRESS HOME LOANS	78/064088	5/17/01		