# 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
Option One Mortgage Corporation		04/30/2008	CORPORATION:

#### **RECEIVING PARTY DATA**

Name:	American Home Mortgage Servicing, Inc	
Street Address:	4600 Regent Blvd., Suite 200	
City:	Irving	
State/Country:	TEXAS	
Postal Code:	75063	
Entity Type:	CORPORATION:	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77312447	DARES

### **CORRESPONDENCE DATA**

Fax Number: (212)310-8007

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: kwang-chien.ger@weil.com, phyllis.depaola@weil.com

Correspondent Name: Weil, Gotshal & Manges c/o Kwang-Chien Ger

Address Line 1: 767 5th Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	14421.0001KCGER
NAME OF SUBMITTER:	Attorney
Signature:	/Kwang-chien Ger/
Date:	12/18/2008

Total Attachments: 5

900123015

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> TRADEMARK REEL: 003905 FRAME: 0980

### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") dated as of April 30, 2008 (the "Effective Date"), is made by and between Option One Mortgage Corporation, a California corporation ("Assignor"), and American Home Mortgage Servicing, Inc., a Delaware corporation, formerly known as AH Mortgage Acquisition Co., Inc. ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement, dated as of March 17, 2008 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the Purchased Assets (as defined in the Purchase Agreement);

WHEREAS, Assignor owns the United States trademark registrations and applications for registration of trademarks identified and set forth on <u>Schedule A</u> (collectively, the "*Trademarks*") that constitute Purchased Assets under the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, the Trademarks and the goodwill associated with the Trademarks are to be assigned to Assignee.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns, transfers, conveys and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States (and for all foreign countries that are or may be secured under the laws of the United States) and all foreign countries for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, including, but not limited to, the right to maintain and prosecute the Trademarks and the right to sue and recover damages for any past, present and future infringement of the Trademarks.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of all of Assignor's right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, and other documentation as may be reasonably required) in connection with (a) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks or (b) implementation, perfection and/or recording of this Assignment.

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TRADEMARK
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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the Effective Date.

tary executed as of the Effective Bate.	
CORP	President
Title:	President
STATE OF CA ) ) SS: COUNTY OF Orange )	
On this 25 day of April, 20 Susan M Givliano, know Fabrola N-Campen of Optionacknowledged that he signed this instrument as a free Corporation.	08 personally appeared before me wn to me to be on One Mortgage Corporation who e act on behalf of Option One Mortgage
See Notary My co	attached CA Acknowledgement (Notary) y Public: Susan Dulanio ommission expires:

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT State of California County of Orange On 4-25-08 before me, Susan M Civiliano Notary Public Here Insert Name and Title of the Officer of Name (s) of Signer(s) Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of SUSAN M. GIULIANO which the person(s) acted, executed the instrument. Commission # 1553777 Notary Public - California I certify under PENALTY OF PERJURY under the laws **Orange County** of the State of California that the foregoing paragraph is My Comm. Expires Feb 19, 2009 true and correct. WITNESS my hand and official seal. Signature Susan Fullans Place Notary Sea! Above OPTIONAL -Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. **Description of Attached Document** Title or Type of Document: Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: \_\_\_\_\_ Signer's Name:\_\_\_ ☐ Individual ☐ Individual □ Corporate Officer — Title(s): □ Corporate Officer — Title(s): \_\_\_ ☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General OF SIGNER ☐ Attorney in Fact ☐ Attorney in Fact Top of thumb here Top of thumb here ☐ Trustee □ Trustee

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☐ Guardian or Conservator ☐ Other:

Signer Is Representing:\_\_\_\_

☐ Guardian or Conservator

Signer Is Representing: \_\_\_\_

Other:

	AMERICAN HOME MORTGAGE SERVICING, INC.  By:  Name: David M. Friedman  Title: President
STATE OF TOXOS ) COUNTY OF OallOS ) SS:	
On this 25 day of April, 2008 p  Out Fredman, kn  Oresiden — of acknowledged that he signed this instrument a Servicing, Inc.	personally appeared before me nown to me to be American Home Mortgage Servicing, Inc. who as a free act on behalf of American Home Mortgage
TAMMY MARIE EWING Notary Public, State of Texas My Commission Expires August 17, 2011	Notary Public: Tammy Marie Ewing My commission expires: 8/17/11

[Signature Page to Trademark Assignment]

## SCHEDULE A

## **TRADEMARKS**

## (1) U.S. registered trademarks:

Mark	Reg. No.	Reg. Date	Jurisdiction
Housekeeper	2,156,955	May 12, 1998	United States
On Time Advantage	2,926,743	February 15, 2005	United States
One Gets It Done	3,191,167	January 2, 2007	United States
Option One	2,661,551	December 17, 2002	United States
Option One Insurance Agency, Inc.	3,154,627	October 10, 2006	United States
Option One Mortgage Corporation	2,667,845	December 31, 2002	United States
Partially Shaded Circle	2,147,338	March 31, 1998	United States
Start Here. Finish Here.	2,585,112	June 25, 2002	United States

# (2) Application for registration of trademark:

Mark	Serial No.	Filing Date	Jurisdiction
DARES	77312447	October 24, 2007	United States

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**RECORDED: 12/18/2008**