

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Countrywide Home Loans, Inc.		11/08/2008	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Bank of America Corporation
Street Address:	100 North Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	78601012	CLOUT
Registration Number:	2073400	1-800-877-POWER
Registration Number:	1872784	AMERICA'S WHOLESALE LENDER
Registration Number:	2004450	FULL SPECTRUM
Registration Number:	1874183	HOUSE AMERICA
Registration Number:	2006878	LOCK N' SELL
Registration Number:	2121562	THE FASTER WAY TO CLOSE
Registration Number:	3154741	WE HOUSE AMERICA

CORRESPONDENCE DATA

Fax Number: (336)733-8473
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (336) 721-3747

Email: trademarkswinston@wcsr.com

Correspondent Name: Randel S. Springer

Address Line 1: One West Fourth Street

CH \$215.00 78601012

Address Line 2: Womble Carlyle Sandridge & Rice, PLLC
Address Line 4: Winston-Salem, NEW YORK 27101

ATTORNEY DOCKET NUMBER:	50195.1254.3
NAME OF SUBMITTER:	Randel S. Springer
Signature:	/Randy Springer/
Date:	01/13/2009

Total Attachments: 4
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS ("Assignment"), dated as of Nov. 8, 2008, is from COUNTRYWIDE HOME LOANS, INC., a corporation organized under the laws of the State of New York and having a principal place of business at 4500 Park Granada, Calabasas, California 91302 ("Assignor"), to BANK OF AMERICA CORPORATION, a Delaware corporation having a place of business at 100 North Tryon Street, Charlotte, North Carolina 28255 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of, and desires to assign to Assignee, all right, title and interest in and to: (i) all trademark applications and registrations in the United States for the mark in the attached Schedule A, (ii) any and all trademark, service mark and intellectual property rights, including rights of priority, in said mark, ((i) and (ii) collectively the "Trademark") and (iii) any and all goodwill of the business associated with the Trademark;

WHEREAS, Assignee, is successor to the business of Assignor, or that portion of the ongoing and existing business to which the Trademark pertains and desires to acquire the Trademark and any and all goodwill of the business associated therewith from Assignor, subject to the terms and conditions of this assignment; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Trademark and goodwill to Assignee;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee the entire right, title and interest in and to (i) the Trademark, and (ii) the goodwill of the business symbolized by the Trademark, and (iii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of any of the rights granted by this Assignment, including all claims for injunctive or declaratory relief, restitution, damages (including any statutory, enhanced or punitive damages), profits, costs (including attorneys' fees) and for other monetary award, with the right to sue for and collect the same in any court of competent jurisdiction, for Assignee's sole benefit.

2. Assignor further agrees, without further consideration, to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademark, the Trademark registration and application thereof, and all other rights hereby conveyed.

3. The expression "the Assignor" and "the Assignee" shall where the context so admits include their respective legal successors, representative, and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized officers, all as of the day and year first written above.

ASSIGNOR:

ASSIGNEE:

COUNTRYWIDE HOME LOANS, INC.

BANK OF AMERICA CORPORATION

By: Anne D. McCallion
Anne D. McCallion
Senior Managing Director and
Its: Chief Financial Officer

By: _____
Its: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized officers, all as of the day and year first written above.

ASSIGNOR:

ASSIGNEE:

COUNTRYWIDE HOME LOANS, INC.

BANK OF AMERICA CORPORATION

By: _____

By: *Alice A. Hull*

Its: _____

Its: SECRETARY

EXHIBIT A

Applications

Mark	Serial No.	Filing Date
CLOUT	78/601,012	April 4, 2005

Registrations

Mark	Reg. No.	Issued
1-800-877-POWER	2,073,400	June 24, 1997
AMERICA'S WHOLESALE LENDER	1,872,784	January 10, 1995
FULL SPECTRUM	2,004,450	October 1, 1996
House America (Stylized)	1,874,183	January 17, 1995
LOCK N' SELL	2,006,878	October 8, 1996
THE FASTER WAY TO CLOSE	2,121,562	December 16, 1997
We House America & Design	3,154,741	October 10, 2006

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