

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
Impac Funding Corporation		07/21/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Impac Mortgage Holdings, Inc.		
Street Address:	19500 Jamboree Road		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	75728692	IMPAC	
Serial Number:	75729644	IMPAC FUNDING CORPORATION	
Serial Number:	75729257	IMPAC	
Serial Number:	75834420	IDASL	
Serial Number:	75219831	PROGRESSIVE EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	(212)768-6800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-768-5367		
Email:	trademarks@sonnenschein.com		
Correspondent Name:	Monica B. Richman		
Address Line 1:	P.O. Box #061080		
Address Line 2:	Wacker Dr. Station, 233 South Wacker Dr.		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	21417572-0001		

OP \$140.00 75728692

NAME OF SUBMITTER:	Monica B. Richman-Attorney for Applicant
Signature:	/monica b. richman/
Date:	07/27/2009
Total Attachments: 2 source=IMPAC#page1.tif source=IMPAC#page2.tif	

TRADEMARK ASSIGNMENT

This Assignment Agreement is by and between Impac Funding Corporation, a corporation of California, with a place of business at 19500 Jamboree Road, Irvine, California 92660 ("Assignor"), and Impac Mortgage Holdings, Inc., a corporation of Maryland, with a place of business at 19500 Jamboree Road, Irvine, California 92612 ("Assignee").

WHEREAS, Assignor is the owner of a certain service marks and the corresponding U.S. Trademark Registration Nos. 2493409, 2757804, 2793414, 2774298, 2185400 (the "Trademarks"); and

WHEREAS, Assignor is a wholly-owned subsidiary of Assignee; and

WHEREAS, Assignor desires to transfer all rights, title and interest in and to the Trademarks to Assignee; and

WHEREAS, Assignee desires to acquire all of Assignor's rights, title and interest in and to the Trademarks;

NOW, THEREFORE, in consideration of the foregoing, Assignor does hereby irrevocably assign, grant and transfer to Assignee, its entire worldwide right, title and interest in and to the Trademarks, including all common law rights, and any trademark registrations and applications, along with the goodwill of the business symbolized by the Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, as assignee of its entire right, title and interest therein, and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

Upon Assignee's request, Assignor will promptly take such actions (including, without limitation, the prompt execution and delivery of documents in recordable form or testifying as to any material fact or thing) as may be necessary to vest in and secure unto Assignee the full right, title and interest in and to the Trademarks and to protect and enforce the Trademarks.


Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademarks, to record this Assignment, and to issue or transfer all said trademark registrations and applications to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

Assignor represents and warrants that Assignor has the full right to convey the entire right, title and interest herein assigned, that there are no rights, title or interests outstanding inconsistent with the rights, title and interests assigned herein, and the Assignor will not execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein.

IN WITNESS WHEREOF, this Assignment has been executed by the parties on the day and year written below.

ASSIGNOR:

IMPAC FUNDING CORPORATION

By: 

Name: William S. Ashmore

Title: President / Director

Date: July 21, 2009

ASSIGNEE:

IMPAC MORTGAGE HOLDINGS, INC.

By: 

Name: William S. Ashmore

Title: President / Director

Date: July 21, 2009