

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | | | | | | | |
|---|---|--------------------|--|----------------------|-------------------|-------------------|----------------------|--|--------------------|----------------------|---------|-----------------|----------------|----------|------------|--|
| NATURE OF CONVEYANCE: | Grant of Security Interest in US Trademarks | | | | | | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Name</th> <th style="text-align: center;">Formerly</th> <th style="text-align: center;">Execution Date</th> <th style="text-align: center;">Entity Type</th> </tr> <tr> <td>Green Tree IP LLC</td> <td></td> <td>12/18/2009</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table> | Name | Formerly | Execution Date | Entity Type | Green Tree IP LLC | | 12/18/2009 | LIMITED LIABILITY COMPANY: DELAWARE | | | | | | | | |
| Name | Formerly | Execution Date | Entity Type | | | | | | | | | | | | | |
| Green Tree IP LLC | | 12/18/2009 | LIMITED LIABILITY COMPANY: DELAWARE | | | | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | | | | | | |
| Name: | Deutsche Bank Trust Company Americas, as Collateral Agent | | | | | | | | | | | | | | | |
| Street Address: | 60 Wall Street | | | | | | | | | | | | | | | |
| City: | New York | | | | | | | | | | | | | | | |
| State/Country: | NEW YORK | | | | | | | | | | | | | | | |
| Postal Code: | 10005 | | | | | | | | | | | | | | | |
| Entity Type: | COMPANY: GERMANY | | | | | | | | | | | | | | | |
| PROPERTY NUMBERS Total: 4 | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Property Type</th> <th style="text-align: center;">Number</th> <th style="text-align: center;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>2789472</td> <td>BRINGING YOU HOME</td> </tr> <tr> <td>Registration Number:</td> <td>2735430</td> <td>SPEAKING OF CREDIT</td> </tr> <tr> <td>Registration Number:</td> <td>2771497</td> <td>MILL CREEK BANK</td> </tr> <tr> <td>Serial Number:</td> <td>77668614</td> <td>GREEN TREE</td> </tr> </table> | Property Type | Number | Word Mark | Registration Number: | 2789472 | BRINGING YOU HOME | Registration Number: | 2735430 | SPEAKING OF CREDIT | Registration Number: | 2771497 | MILL CREEK BANK | Serial Number: | 77668614 | GREEN TREE | |
| Property Type | Number | Word Mark | | | | | | | | | | | | | | |
| Registration Number: | 2789472 | BRINGING YOU HOME | | | | | | | | | | | | | | |
| Registration Number: | 2735430 | SPEAKING OF CREDIT | | | | | | | | | | | | | | |
| Registration Number: | 2771497 | MILL CREEK BANK | | | | | | | | | | | | | | |
| Serial Number: | 77668614 | GREEN TREE | | | | | | | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | | | | | | | |
| Fax Number: | (212)354-8113 | | | | | | | | | | | | | | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | | | | | | | | | | | | | | |
| Phone: | 2128198200 | | | | | | | | | | | | | | | |
| Email: | fcutajar@whitecase.com | | | | | | | | | | | | | | | |
| Correspondent Name: | White & Case LLP | | | | | | | | | | | | | | | |
| Address Line 1: | 1155 Avenue of the Americas | | | | | | | | | | | | | | | |
| Address Line 2: | Patents & Trademarks | | | | | | | | | | | | | | | |
| Address Line 4: | New York, NEW YORK 10036 | | | | | | | | | | | | | | | |
| ATTORNEY DOCKET NUMBER: | 1111779-2012 | | | | | | | | | | | | | | | |

OP \$1115.00 2789472

900150470

**TRADEMARK
 REEL: 004118 FRAME: 0723**

| | |
|--|----------------------|
| NAME OF SUBMITTER: | Frances B. Cutajar |
| Signature: | /Frances B. Cutajar/ |
| Date: | 12/22/2009 |
| Total Attachments: 5 source=GreenTreeipllcGrantOfTMSecurityInterestToDBTCA#page1.tif source=GreenTreeipllcGrantOfTMSecurityInterestToDBTCA#page2.tif source=GreenTreeipllcGrantOfTMSecurityInterestToDBTCA#page3.tif source=GreenTreeipllcGrantOfTMSecurityInterestToDBTCA#page4.tif source=GreenTreeipllcGrantOfTMSecurityInterestToDBTCA#page5.tif | |

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, GREEN TREE IP LLC, a Delaware limited liability company (the "Grantor") with principal offices at 1100 Landmark Towers, 345 St. Peter Street, Saint Paul, MN 55102, hereby grants to DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent, with principal offices at 60 Wall Street, New York, New York 10005 (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of December 18, 2009 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble, have the meanings provided or provided by reference in the Security Agreement.

This Grant may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 18th day of
December, 2009.

GREEN TREE IP LLC, as Grantor

By *Cheryl Collins*
Name:
Title: Cheryl A. Collins
SVP & CFO

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent and Grantee

By _____
Name:
Title:

By _____
Name:
Title:

Signature Page to Grant of Security Interest in US Trademark

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 18th day of
December, 2009.

GREEN TREE IP LLC, as Grantor

By _____
Name:
Title:

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent and Grantee

By Carin Keegan
Name: Carin Keegan
Title: Director

By E. Landaeta
Name: Enrique Landaeta
Title: Vice President

SCHEDULE A

| <u>MARK</u> | <u>REG. NO. (APPLICATION NO.)</u> | <u>REG. DATE</u> |
|-----------------------------|---------------------------------------|------------------|
| BRINGING YOU HOME | 2,789,472 | 12/2/03 |
| SPEAKING OF CREDIT | 2,735,430 | 7/8/03 |
| MILL CREEK BANK and logo | 2,771,497 | 10/7/03 |
| GREEN TREE | (77/668,614) | N/A |