

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ocwen Financial Corporation		07/29/2010	CORPORATION: FLORIDA
Ocwen Loan Servicing, LLC		07/29/2010	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	Barclays Bank PLC
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	77103348	HELPING HOMEOWNERS IS WHAT WE DO!
Registration Number:	2330061	OCWEN
Registration Number:	2333474	OCWEN
Registration Number:	2330062	OCWEN FINANCIAL CORPORATION
Registration Number:	3670997	OCWEN LOAN SERVICING
Serial Number:	77125656	THE LEADER IN LOSS MITIGATION!
Registration Number:	3410572	WE MAKE YOUR LOANS WORTH MORE
Registration Number:	2848321	OTX OCWEN TECHNOLOGY XCHANGE
Registration Number:	2898467	

CORRESPONDENCE DATA

Fax Number: (917)777-4104
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900168378

**TRADEMARK
 REEL: 004252 FRAME: 0325**

CH \$240.00 77103348

Phone: 212-735-3000
Email: kellie.weilbrenner@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: Kelly Riedel, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	031280/0084
NAME OF SUBMITTER:	Kelly C. Riedel
Signature:	/Kelly C. Riedel/
Date:	08/02/2010

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 29, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of Barclays Bank PLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**").

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of July 29, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "**Trademark Collateral**"):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto under the heading "Trademarks", (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world; and

any and all agreements, licenses and covenants providing for the granting of any right in or to any Trademark or otherwise providing for a covenant not to sue for infringement, dilution or other violation of any Trademark or permitting co-existence with respect to a Trademark (whether such Grantor is licensee or licensor thereunder) including, without limitation, each

agreement listed or required to be listed in Schedule A attached hereto under the heading "Trademark Licenses".

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to (a) any agreement, license or covenant to which any Grantor is a party, and any of its rights or interest thereunder, if and to the extent that a security interest is prohibited by or in violation of (i) any law, rule or regulation applicable to such Grantor, or (ii) a term, provision or condition of any such agreement, license or covenant (unless such law, rule, regulation, term, provision or condition would be rendered ineffective with respect to the creation of the security interest hereunder pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided however that the Trademark Collateral shall include (and such security interest shall attach) immediately at such time as the contractual or legal prohibition shall no longer be applicable and to the extent severable, shall attach immediately to any portion of such agreement, license or covenant not subject to the prohibitions specified in (i) or (ii) above; provided further that the exclusions referred to in clause (a) of this Section 2.2 shall not include any Proceeds of any such agreement, license or covenant; or (b) any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

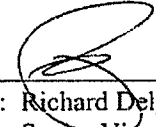
SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

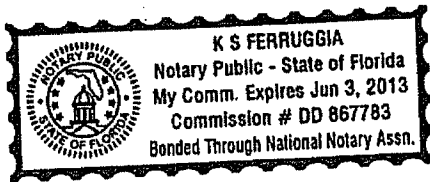
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

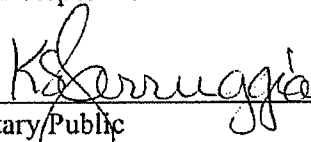
OCWEN FINANCIAL CORPORATION

By: 
Name: Richard Delgado
Title: Senior Vice President and Treasurer

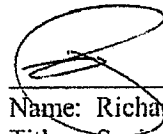
STATE OF FLORIDA)
) ss.
COUNTY OF PALM BEACH)

On this ____ day of July, 2010 before me personally appeared Richard Delgado, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ocwen Financial Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



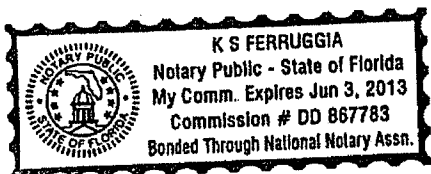

Notary Public

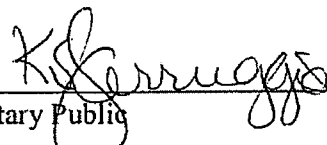
OCWEN LOAN SERVICING, LLC

By: 
Name: Richard Delgado
Title: Senior Vice President and Treasurer

STATE OF FLORIDA)
) ss.
COUNTY OF PALM BEACH)

On this ____ day of July, 2010 before me personally appeared Richard Delgado, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ocwen Loan Servicing, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said corporation.




Notary Public

Accepted and Agreed:

BARCLAYS BANK PLC.
as Collateral Agent

By: 
Name: **Kevin Cullen**
Title: **Director**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004252 FRAME: 0331

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Grantor	Jurisdiction	Trademark	Registration Number/(Serial Number)	Registration Date/(Filing Date)
Ocwen Financial Corporation	US	HELPING HOMEOWNERS IS WHAT WE DO!	(77/103348)	(9-Feb-07)
Ocwen Financial Corporation	European Community	OCWEN	873521	22-Jun-00
Ocwen Financial Corporation	European Community	OCWEN & Circle Design	873554	22-Jul-00
Ocwen Financial Corporation	European Community	OCWEN FINANCIAL CORPORATION	873596	12-Nov-99
Ocwen Financial Corporation	European Community	OCWEN FINANCIAL CORPORATION	908772	6-Jul-00
Ocwen Financial Corporation	European Community	OTX OCWEN TECHNOLOGY XCHANGE & Block Design	2845089	16-Jun-04
Ocwen Financial Corporation	India	OCWEN	1262395	24-Jan-04
Ocwen Financial Corporation	India	OCWEN	(1709244)	(10-Jul-08)
Ocwen Financial	India	OCWEN &	1262394	21-Jan-04

Grantor	Jurisdiction	Trademark	Registration Number/(Serial Number)	Registration Date/(Filing Date)
Corporation		Circle Design		
Ocwen Financial Corporation	India	OCWEN & Circle Design	(1709245)	(10-Jul-08)
Ocwen Financial Corporation	India	OCWEN FINANCIAL CORPORATION	(1709246)	(10-Jul-08)
Ocwen Financial Corporation	Japan	OCWEN	4788867	23-Jul-04
Ocwen Financial Corporation	Japan	OCWEN & Circle Design	4788868	23-Jul-04
Ocwen Financial Corporation	Japan	OCWEN FINANCIAL CORPORATION	4788869	23-Jul-04
Ocwen Financial Corporation	Japan	OTX OCWEN TECHNOLOGY XCHANGE & Block Design	4702736	22-Aug-03
Ocwen Financial Corporation	Taiwan	OTX OCWEN TECHNOLOGY XCHANGE & Block Design	188947	1-Nov-03
Ocwen Financial Corporation	Taiwan	OTX OCWEN TECHNOLOGY XCHANGE & Block Design	1128153	16-Nov-04
Ocwen Financial Corporation	Taiwan	OTX OCWEN TECHNOLOGY XCHANGE & Block Design	188540	16-Oct-03
Ocwen Financial	US	OCWEN	2330061	14-Mar-00

Grantor	Jurisdiction	Trademark	Registration Number/(Serial Number)	Registration Date/(Filing Date)
Corporation				
Ocwen Financial Corporation	US	OCWEN & Circle Design	2333474	21-Mar-00
Ocwen Financial Corporation	US	OCWEN FINANCIAL CORPORATION	2330062	14-Mar-00
Ocwen Financial Corporation	US	OCWEN LOAN SERVICING	3670997	18-Aug-09
Ocwen Financial Corporation	US	THE LEADER IN LOSS MITIGATION!	(77/125656)	(8-Mar-07)
Ocwen Financial Corporation	US	WE MAKE YOUR LOANS WORTH MORE	3410572	3-Nov-05
Ocwen Financial Corporation	US	OTX OCWEN TECHNOLOGY XCHANGE and Design	2848321	1-Jun-04
Ocwen Federal Bank, FSB	US	Design Only	2898467	2-Nov-04
Ocwen Federal Bank, FSB	US State – Florida	RIKI RICO and Design	T20001306	12-Dec-00

TRADEMARK LICENSES

Grantor	Description of Trademark License	Registration Number (if any) of underlying Trademark	Name of Licensor
None.			