

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
Mortgagebot LLC		04/12/2011	LIMITED LIABILITY COMPANY: WISCONSIN

RECEIVING PARTY DATA

Name:	The Bank of Nova Scotia, as Security Agent
Street Address:	40 King Street West
Internal Address:	62nd Floor - Scotia Plaza
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5W 2X6
Entity Type:	Canadian chartered bank: CANADA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3303905	MORTGAGEBOT
Registration Number:	2464623	MORTGAGE MARVEL
Registration Number:	3303906	MORTGAGEBOT POWERSITE
Registration Number:	2671237	MORTGAGEBOT POWERCENTER
Registration Number:	2634446	MORTGAGEBOT POWERSITE
Registration Number:	2329378	BOTMAN
Registration Number:	2319852	MORTGAGEBOT
Registration Number:	2474600	SAVINGSBOT
Registration Number:	2340858	

CORRESPONDENCE DATA

Fax Number: (310)229-1972
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 310-788-1272

900199474

**TRADEMARK
 REEL: 004602 FRAME: 0548**

CH \$240.00 3303905

Email: jehrich@kayescholer.com
Correspondent Name: Judi Ehrlich c/o Kaye Scholer LLP
Address Line 1: 1999 Avenue of the Stars
Address Line 2: 17th Floor
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: #2021 V. GILBERT

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Judi Ehrlich

Signature: /s/ Judi Ehrlich

Date: 08/11/2011

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 12, 2011, is made by MORTGAGEBOT LLC, a Wisconsin limited liability company ("Granting Party"), to THE BANK OF NOVA SCOTIA, a Canadian chartered bank, as security agent for and on behalf of the Finance Parties (as defined in the Security Sharing Agreement) (in such capacity, together with its successors and assigns, "Security Agent").

PRELIMINARY STATEMENT:

WHEREAS, Granting Party, certain other "Debtors" (as defined therein) and Security Agent are parties to that certain Omnibus U.S. General Security Agreement, dated as of April 12, 2011 (as the same may be amended, modified, supplemented or replaced from time to time, the "Security Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Security Agreement, including, without limitation, capitalized terms incorporated by reference into the Security Agreement); and

WHEREAS, in furtherance of the obligations of the Granting Party under the Security Agreement and in order to record the security interest in certain intellectual property of the Granting Party granted to the Security Agent therein, the Security Agent has required the Granting Party to execute and deliver this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Granting Party hereby agrees with Security Agent as follows:

SECTION 1. Grant of Security Interest. As general, continuing and collateral security for the payment and performance of all of its Secured Obligations (as defined in the Security Sharing Agreement), Granting Party hereby grants to the Security Agent, for and on behalf of and for the benefit of itself and each of the other Finance Parties, a continuing security interest in and continuing lien on, its entire right, title and interest, whether now held, owned or existing or hereafter acquired or arising, in, to and under all Trademarks, including, without limitation, all registrations and applications for any of the foregoing, all renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing (including, without limitation, license royalties, income, payments, claims, damages, and proceeds of suit), and those Trademarks listed on Exhibit A attached hereto and incorporated herein by this reference.

SECTION 2. Governing Document. This Agreement is made pursuant to and subject to the terms of the Security Agreement. In the case of a conflict or inconsistency between any provision of this Agreement and any provision of the Security Agreement, the provisions of the Security Agreement shall control and govern.

SECTION 3. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW

YORK AS MORE FULLY SET FORTH IN SECTION 1.6 OF THE SECURITY AGREEMENT (WHICH SECTION 1.6 IS INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS, AS THOUGH FULLY SET FORTH HEREIN).

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Granting Party has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MORTGAGEBOT LLC

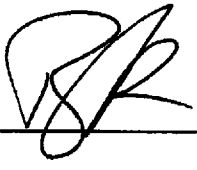
By:  _____
Name:
Title:

Exhibit A

Trademarks

Trademarks	Reg. Date (App. Date)	Reg. No. (App. No.)	Owner	Status
MORTGAGEBOT	October 2, 2007	3,303,905	Mortgagebot LLC	Live
MORTGAGE MARVEL	June 26, 2001	2,464,623	Mortgagebot LLC	Live
MORTGAGEBOT POWERSITE	October 2, 2007	3,303,906	Mortgagebot LLC	Live
MORTGAGEBOT POWERCENTER	January 7, 2003	2,671,237	Mortgagebot LLC	Dead
MORTGAGEBOT POWERSITE	October 15, 2002	2,634,446	Mortgagebot LLC	Abandoned
BOTMAN	March 14, 2000	2,329,378	Mortgagebot LLC	Dead
BOTMAN design	April 11, 2000	2,340,858	Mortgagebot LLC	Dead
MORTGAGEBOT	February 15, 2000	2,319,852	Mortgagebot LLC	Dead
SAVINGSBOT	July 31, 2001	2,474,600	Mortgagebot LLC	Dead