

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of 1st Lien Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
REVERSE MORTGAGE SOLUTIONS, INC.		11/01/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
Street Address:	11 Madison Ave
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3523171	RMS
Registration Number:	3550915	RM NAVIGATOR
Registration Number:	3558675	RM COMPASS
Registration Number:	4192836	S3
Serial Number:	85321792	REO LEASING SOLUTIONS
Serial Number:	85321955	REO LEASING SOLUTIONS
Serial Number:	85321964	SPECIALTY SERVICING SOLUTIONS
Serial Number:	85494041	RMPATH
Serial Number:	85660841	S3 SPECIALTY SERVICING SOLUTIONS
Serial Number:	85660880	REO MANAGEMENT SOLUTIONS, LLC
Serial Number:	85687451	MASYSTEMS MORTGAGE ASSET SYSTEMS, LLC
Serial Number:	85687589	REOCENTRAL

CORRESPONDENCE DATA

Fax Number: 8004947512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2023704761

Email: tfahey@nationalcorp.com

Correspondent Name: Thomas Fahey

Address Line 1: 1100 G Street NW, Suite 420

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F142090
NAME OF SUBMITTER:	Megan M. Teixeira
Signature:	/Megan M. Teixeira/
Date:	11/07/2012

Total Attachments: 6

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**Grant of First Lien Security Interest
in United States Trademarks**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, REVERSE MORTGAGE SOLUTIONS, INC., a Delaware corporation (the "**Grantor**"), with notice address at 2727 Spring Creek Drive, Spring, Texas 77373 hereby grants to CREDIT SUISSE AG, as Collateral Agent, with principal offices at Eleven Madison Avenue, New York, New York 10010 (the "**Grantee**"), a continuing security interest in all of the Grantor's right, title and interest in, to and under (i) each United States Mark, including, without limitation, each registered or applied for Mark set forth on Schedule A attached hereto, (ii) each Contract that includes any license of, or other grant of rights to, any Mark or any other trademark or similar intellectual property right of any party to such Contract, including, without limitation, the material Contracts that include any in-bound license of any registered or applied for United States Mark, as set forth on Schedule A attached hereto, (iii) all Proceeds of the foregoing, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to, on or after the date hereof for injury to or infringement, violation or dilution of any of the foregoing or unfair competition regarding the same or for injury to the goodwill associated with any of the foregoing or violation of intellectual property rights in connection with any of the foregoing, including all proceeds and revenues therefrom, in each case, whether now owned or existing or hereafter acquiring or arising (the items described in clauses (i)-(v), collectively, the "**Mark Collateral**"). Notwithstanding the foregoing, in no event shall there be a grant of a security interest in any application for registration of a Mark filed with the United States Patent and Trademark Office ("**PTO**") on an intent-to-use basis until such time (if any) as a Statement of Use or Amendment to Allege Use is filed and accepted by the PTO, at which time such Mark shall automatically become subject to the security interest pledged.

This Grant is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the First Lien Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of July 1, 2011 (as amended, modified, restated and/or supplemented from time to time, the "**Security Agreement**"). Upon the occurrence of the Termination Date, the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Mark Collateral acquired under this Grant.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, solely so long as any Event of Default shall have occurred and be continuing, to take with respect to the Mark Collateral any and all appropriate action which the Grantor might take with respect to the Mark Collateral as permitted in

the Security Agreement and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Grant and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Mark Collateral.

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 more fully 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.

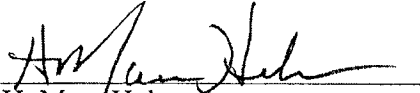
This Grant may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
1st day of November, 2012.

REVERSE MORTGAGE SOLUTIONS, INC.,
as Grantor

By:



Name: H. Marc Helm

Title: President, Chief Executive
Officer and Secretary

[Trademarks Security Agreement – Reverse Mortgage Solutions, Inc.]

TRADEMARK
REEL: 004896 FRAME: 0056

Accepted and Agreed to:

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent
and Grantee

By: 
Name: **Alain Daoust**
Title: **Director**


By: _____
Name:
Title:

[Trademarks Security Agreement—Reverse Mortgage Solutions, Inc.]

Accepted and Agreed to:

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent
and Grantee

By: _____
Name:
Title:

By: 
Name: Kevin Buddhew
Title: Associate

[Trademarks Security Agreement—Reverse Mortgage Solutions, Inc.]

TRADEMARK
REEL: 004896 FRAME: 0058

Schedule 11(a)

Intellectual Property Filings

Patents and Trademarks

U.S. TRADEMARK REGISTRATIONS

Walter Investment Management Corp, and Subsidiaries, Trademark Portfolio

Trademark	Owner	Registration Number
RMS	Reverse Mortgage Solutions, Inc.	3,523,171
RM Navigator	Reverse Mortgage Solutions, Inc.	3,550,915
RM Compass	Reverse Mortgage Solutions, Inc.	3,558,675
S3	Reverse Mortgage Solutions, Inc.	4,192,836

U.S. TRADEMARK APPLICATIONS

Trademark	Owner	Application Number
REO LEASING SOLUTIONS Class 36	Reverse Mortgage Solutions, Inc.	85/321,792
REO Leasing Solutions and design logo	Reverse Mortgage Solutions, Inc.	85/321,955
SPECIALTY SERVICING SOLUTIONS Class 36	Reverse Mortgage Solutions, Inc.	85/321,964
RMPATH and Design Logo	Reverse Mortgage Solutions, Inc.	85/494,041
S3 Specialty Servicing Solutions stylized Class 36	Reverse Mortgage Solutions, Inc.	85/660,841
REO Management Solutions, LLC	Reverse Mortgage Solutions, Inc.	85/660,880
MASystems Mortgage Asset Systems, LLC Class 42 SaaS	Reverse Mortgage Solutions, Inc.	85/687,451
REOCentral and design logo Class 36	Reverse Mortgage Solutions, Inc.	85/687,589

U.S. PATENTS AND DESIGN PATENTS

NONE