

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
Altisource Solutions S.A.R.L.		11/27/2012	S.A.R.L.: LUXEMBOURG
Nationwide Credit, Inc.		11/27/2012	CORPORATION: GEORGIA
The Mortgage Partnership of America, L.L.C.		11/27/2012	LIMITED LIABILITY COMPANY: MISSOURI

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	Bank of America, N.A.
Internal Address:	Mail Code TX1-492-14-06
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	4173347	NCI NATIONWIDE CREDIT, INC.
Registration Number:	3429456	NCI
Registration Number:	3144339	NCI
Registration Number:	1932669	NATIONWIDE CREDIT
Registration Number:	3040495	LEND ONE
Registration Number:	2725585	LOOKING OUT FOR YOUR BEST INTEREST
Registration Number:	2764814	LENDERS ONE
Serial Number:	85605196	SPRINGHOUSE
Registration Number:	3883423	REALDOC
Registration Number:	3914748	THINKING AHEAD. DELIVERING TODAY.
Registration Number:	3334360	

CH \$615.00 4173347

Registration Number:	3481637	REALSYNERGY
Registration Number:	3333964	REALPORTAL
Registration Number:	3493927	REALREMIT
Registration Number:	3283741	REALREMIT
Registration Number:	3083245	REALREMIT
Registration Number:	2813709	REALSERVICING
Registration Number:	2729544	REALSYNERGY
Registration Number:	2470168	REALTRANS
Serial Number:	77726139	ALTISOURCE
Serial Number:	85314764	HOMEOWNERS ONE
Serial Number:	85392865	H1
Serial Number:	85655549	HUBZU
Serial Number:	85656369	NOTEXCHANGE

CORRESPONDENCE DATA

Fax Number: 2128594000
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-859-8000
Email: teas@ffhsj.com,jason.greenberg@friedfrank.com
Correspondent Name: Jason Greenberg
Address Line 1: One New York Plaza
Address Line 2: Fried Frank LLP
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	33748-22 GREENBERG
NAME OF SUBMITTER:	Jason Greenberg
Signature:	/JG/
Date:	11/27/2012

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of November 27, 2012, is entered into by each of the undersigned (each, a "Grantor") in favor of Bank of America, N.A., as collateral agent (together with its successors, in such capacity, the "Collateral Agent").

WHEREAS, Grantors have executed and delivered that certain Pledge and Security Agreement, dated on even date herewith, in favor of the Collateral Agent (the "Pledge and Security Agreement"), pursuant to which Grantors have granted to Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantors' right, title, and interest in and to the Trademark Collateral (as defined below);

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 and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms of, and limitations contained in, the Pledge and Security Agreement, each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's ownership 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"), as collateral security for the prompt and complete payment and performance when due of the Obligations of such Grantor:

- (i) all U.S., State and foreign trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world; (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (iii) all extensions and renewals of the foregoing; (iv) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill; and (v) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit; provided that, in no event shall the Trademark Collateral include, and no Grantor shall be deemed to have assigned, pledged or granted a

security interest in, any of such Grantor's right, title or interest in any Trademark applications filed in the United States Patent and Trademark Office on the basis of Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of such Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. § 1051, et seq.), whereupon such Trademark application will be deemed automatically included in the Trademark Collateral, but solely to the extent that granting the security interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or any registration issuing therefrom.

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. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law and Jurisdiction. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST THE COLLATERAL AGENT OR ANY RELATED PARTY OF THE COLLATERAL AGENT IN ANY WAY RELATING TO THIS AGREEMENT OR THE TRANSACTIONS RELATING HERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH

ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.


SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

ALTISOURCE SOLUTIONS S.À R.L.

By: 
Name: Kevin J. Wilcox
Title: Manager

NATIONWIDE CREDIT, INC.

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004907 FRAME: 0503

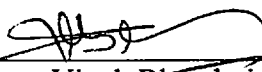
IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

ALTISOURCE SOLUTIONS S.À R.L.

By: _____
Name: Kevin J. Wilcox
Title: Manager

NATIONWIDE CREDIT, INC.

By:  _____
Name: Vivek Bhandari
Title: President

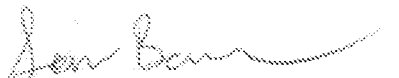
THE MORTGAGE PARTNERSHIP OF
AMERICA, L.L.C.

By: 
Name: William B. Shepro
Title: Manager

[Signature Page to Trademark Security Agreement]

Acknowledged and Agreed by:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 

Name: Samuel Baruch
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004907 FRAME: 0506

SCHEDULE A

TRADEMARKS

Trademark	Record Owner	Country of Registration	Application Date	Application Number	Registration Date	Registration Number
ALTISOURCE	Altisource Solutions S.à r.l.	Benelux	06-APR-2009	1179382	28-APR-2009	862275
ALTISOURCE PORTFOLIO SOLUTIONS (word mark)	Altisource Solutions S.à r.l.	Benelux	03-APR-2009	1179383	28-APR-2009	862276
ALTISOURCE PORTFOLIO SOLUTIONS & design	Altisource Solutions S.à r.l.	Benelux	03-JUN-2009	1182601	10-SEP-2009	865019
NCI & design	Altisource Solutions S.à r.l.	Canada	22-AUG-2007	1360650	22-JAN-2009	TMA732925
ALTISOURCE	Altisource Solutions S.à r.l.	European Union	19-APR-2009	8226177	01-DEC-2009	8226177
REALDOC	Altisource Solutions S.à r.l.	European Union	15-APR-2009	8216673	N/A	N/A
ALTISOURCE PORTFOLIO SOLUTIONS	Altisource Solutions S.à r.l.	European Union	19-APR-2009	8226185	11-DEC-2009	8226185
ALTISOURCE PORTFOLIO SOLUTIONS & design	Altisource Solutions S.à r.l.	European Union	19-NOV-2009	8698672	15-JUN-2010	8698672
REALSYNERGY & design (black & white)	Altisource Solutions S.à r.l.	European Union	19-OCT-2007	6380951	15-SEP-2008	6380951
REALSYNERGY logo (black & white)	Altisource Solutions S.à r.l.	European Union	19-OCT-2007	6380943	22-JAN-2009	6380943
REALTRANS	Altisource Solutions S.à r.l.	European Union	17-MAY-1999	1174531	16-AUG-2000	1174531
REALTRANS & arrow design	Altisource Solutions S.à r.l.	European Union	17-MAY-1999	1174515	11-SEP-2000	1174515
REALTRANS.COM	Altisource Solutions S.à r.l.	European Union	17-MAY-1999	1174440	16-AUG-2000	1174440
WWW.REALTRANS.COM	Altisource Solutions S.à r.l.	European Union	17-MAY-1999	1174473	16-AUG-2000	1174473
ALTISOURCE	Altisource Solutions S.à r.l.	India	30-APRIL-2009	1813212	N/A	N/A
ALTISOURCE PORTFOLIO	Altisource Solutions S.à r.l.	India	30-APRIL-2009	1813210	N/A	N/A

Trademark	Record Owner	Country of Registration	Application Date	Application Number	Registration Date	Registration Number
SOLUTIONS						
REALDOC	Altisource Solutions S.à r.l.	India	15-APRIL-2009	1807108	N/A	N/A
REALPORTAL	Altisource Solutions S.à r.l.	India	19-JUN-2008	1701115	N/A	N/A
REALREMIT	Altisource Solutions S.à r.l.	India	19-JUN-2008	1701116	N/A	N/A
REALSERVICING	Altisource Solutions S.à r.l.	India	19-JUN-2008	1701114	N/A	N/A
REALSYNERGY	Altisource Solutions S.à r.l.	India	19-JUN-2008	1701113	31-MAR-2010	1701113
THINKING AHEAD. DELIVERING TODAY.	Altisource Solutions S.à r.l.	India	8-APR-2009	1804060	N/A	N/A
NCI & design	Altisource Solutions S.à r.l.	India	24-AUG-2007	1594690	N/A	N/A
ALTISOURCE PORTFOLIO SOLUTIONS & design	Altisource Solutions S.à r.l.	India	26-NOV-2009	1889155	N/A	N/A
REALSAMM	Altisource Solutions S.à r.l.	India	19-JUN-2008	1701111	1-OCT-2009	1701111
REALSYNERGY & design (black & white)	Altisource Solutions S.à r.l.	India	22-OCT-2007	1613797	N/A	N/A
REALSYNERGY logo (black & white)	Altisource Solutions S.à r.l.	India	22-OCT-2007	1613796	N/A	N/A
REALTRANS	Altisource Solutions S.à r.l.	India	19-JUN-2008	1701112	1-OCT-2009	1701112
REALSAMM	Altisource Solutions S.à r.l.	Japan	4-FEB-2003	2003-007669	11-JUL-2003	4690653
ALTISOURCE	Altisource Solutions S.à r.l.	Mauritius	27-APR-2009	MU/M/09/09355	20-OCT-2009	08195/2009
ALTISOURCE PORTFOLIO SOLUTIONS	Altisource Solutions S.à r.l.	Mauritius	27-APR-2009	MU/M/09/09356	20-OCT-2009	08196/2009
ALTISOURCE PORTFOLIO SOLUTIONS & design	Altisource Solutions S.à r.l.	Mauritius	30-NOV-2009	MU/M/09/10412	N/A	N/A
NATIONWIDE CREDIT	NATIONWIDE CREDIT, INC.	Mexico	12-APR-1995	229549	22-MAY-1995	492166

Trademark	Record Owner	Country of Registration	Application Date	Application Number	Registration Date	Registration Number
NCI	NATIONWIDE CREDIT, INC.	Mexico	12-APR-1995	229542	30-JUN-1995	496607
NCI NATIONWIDE CREDIT, INC. & design	Altisource Solutions S.à r.l.	Mexico	04-FEB-2010	1064962	22-Jun-10	1165032
NCI NATIONWIDE CREDIT, INC. & design	Altisource Solutions S.à r.l.	Mexico	04-FEB-2010	1064958	19-Jan-11	1197371
NCI NATIONWIDE CREDIT, INC. & design	Altisource Solutions S.à r.l.	Mexico	04-FEB-2010	1064960		
ALTISOURCE	Altisource Solutions S.à r.l.	Norway	23-APR-2009	200904134	04-JAN-2010	254017
ALTISOURCE PORTFOLIO SOLUTIONS	Altisource Solutions S.à r.l.	Norway	23-APR-2009	200904135	04-JAN-2010	254019
ALTISOURCE PORTFOLIO SOLUTIONS & design	Altisource Solutions S.à r.l.	Norway	23-NOV-2009	200911966	02-DEC-2010	257737
ALTISOURCE	Altisource Solutions S.à r.l.	Switzerland	29-APR-2009	54711/2009	01-OCT-2009	591795
REALDOC	Altisource Solutions S.à r.l.	Switzerland	20-JAN-2009	50609/2009	1-SEP-2009	590597
REALPORTAL	Altisource Solutions S.à r.l.	Switzerland	3-JUL-2008	58319/2008	6-NOV-2008	578928
REALSERVICING	Altisource Solutions S.à r.l.	Switzerland	3-JUL-2008	58323/2008	6-NOV-2008	578930
REALSYNERGY & design	Altisource Solutions S.à r.l.	Switzerland	19-OCT-2007	61641/2007	8-APR-2008	569462
REALTRANS	Altisource Solutions S.à r.l.	Switzerland	3-JUL-2008	58321/2008	6-NOV-2008	578929
THINKING AHEAD. DELIVERING TODAY.	Altisource Solutions S.à r.l.	Switzerland	15-APR-2009	54160/2009	18-SEP-2009	591128
ALTISOURCE PORTFOLIO SOLUTIONS (word mark)	Altisource Solutions S.à r.l.	Switzerland	29-APR-2009	54708/2009	01-OCT-2009	591794
ALTISOURCE PORTFOLIO SOLUTIONS &	Altisource Solutions S.à r.l.	Switzerland	26-NOV-2009	63330/2009	19-APR-2010	599524

Trademark	Record Owner	Country of Registration	Application Date	Application Number	Registration Date	Registration Number
design						
REALREMIT	Altisource Solutions S.à r.l.	Switzerland	3-JUL-2008	58320/2008	17-MAR-2009	584211
REALSAMM	Altisource Solutions S.à r.l.	Switzerland	3-JUL-2008	58325/2008	6-NOV-2008	578931
REALSYNERGY	Altisource Solutions S.à r.l.	Switzerland	3-JUL-2008	58318/2008	12-JUN-2009	587482
REALSYNERGY logo (black & white)	Altisource Solutions S.à r.l.	Switzerland	19-OCT-2007	61639/2007	8-APR-2008	569461
ALTISOURCE	Altisource Solutions S.à r.l.	Turkey	24-APR-2009	2009/20685	23-MAR-2010	2009/20685
THINKING AHEAD. DELIVERING TODAY.	Altisource Solutions S.à r.l.	Turkey	13-APR-2009	2009/18171	3-MAR-2010	2009/18171
ALTISOURCE PORTFOLIO SOLUTIONS	Altisource Solutions S.à r.l.	Turkey	24-APR-2009	2009/20686	23-MAR-2010	2009/20686
NCI NATIONWIDE CREDIT, INC.	ALTISOURCE SOLUTIONS S.À R.L.	United States	04-AUG-2009	77796422	17-JUL-2012	4173347
NCI	ALTISOURCE SOLUTIONS S.À R.L.	United States	21-FEB-2007	77112141	20-MAY-2008	3429456
NCI	NATIONWIDE CREDIT, INC.	United States	05-JAN-2005	78542587	19-SEP-2006	3144339
NATIONWIDE CREDIT	ALTISOURCE SOLUTIONS S.À R.L.	United States	21-APR-1994	74514876	07-NOV-1995	1932669
LEND ONE	THE MORTGAGE PARTNERSHIP OF AMERICA, L.L.C.	United States	03-JUN-2004	78429537	10-JAN-2005	3040495
LOOKING OUT FOR YOUR BEST INTEREST	THE MORTGAGE PARTNERSHIP OF AMERICA, L.L.C.	United States	23-OCT-2001	76328714	10-JUN-2003	2725585
LENDERS ONE	THE MORTGAGE PARTNERSHIP OF AMERICA, L.L.C.	United States	03-JUN-2000	76140406	16-SEP-2003	2764814
SPRINGHOUSE	ALTISOURCE SOLUTIONS S.À R.L.	United States	23-APR-2012	85605196	N/A	N/A
REALDOC	ALTISOURCE SOLUTIONS S.À R.L.	United States	20-OCT-2008	77596166	30-NOV-2010	3883423
THINKING AHEAD. DELIVERING	ALTISOURCE SOLUTIONS S.A.R.L.	United States	15-OCT-2008	77593386	01-FEB-2011	3914748

Trademark	Record Owner	Country of Registration	Application Date	Application Number	Registration Date	Registration Number
TODAY.						
REALSYNERGY	ALTISOURCE SOLUTIONS S.A.R.L.	United States	19-APR-2007	77160684	13-NOV-2007	3334360
REALSYNERGY	ALTISOURCE SOLUTIONS S.A.R.L.	United States	19-APR-2007	77160695	05-AUG-2008	3481637
REALPORTAL	ALTISOURCE SOLUTIONS S.A.R.L.	United States	20-FEB-2007	77111111	13-NOV-2007	3333964
REALREMIT	ALTISOURCE SOLUTIONS S.A.R.L.	United States	27-SEP-2005	78721798	26-AUG-2008	3493927
REALREMIT	ALTISOURCE SOLUTIONS S.A.R.L.	United States	27-SEP-2005	78721802	21-AUG-2007	3283741
REALREMIT	ALTISOURCE SOLUTIONS S.A.R.L.	United States	18-DEC-2003	76565960	18-APR-2006	3083245
REALSERVICING	ALTISOURCE SOLUTIONS S.A.R.L.	United States	04-FEB-2002	76365778	10-FEB-2004	2813709
REALSYNERGY	ALTISOURCE SOLUTIONS S.A.R.L.	United States	09-NOV-1999	75843761	24-JUN-2003	2729544
REALTRANS	ALTISOURCE SOLUTIONS S.A.R.L.	United States	14-DEC-1998	75605087	17-JUL-2001	2470168
ALTISOURCE	Altisource Solutions S.à r.l.	United States	30-APR-2009	77726139	N/A	N/A
HOMEOWNERS ONE	Altisource Solutions S.à r.l.	United States	06-MAY-2011	85314764	N/A	N/A
H1	Altisource Solutions S.à r.l.	United States	09-AUG-2011	85392865	N/A	N/A
HUBZU	Altisource Solutions S.à r.l.	United States	19-JUN-2012	85655549	N/A	N/A
NOTEXCHANGE	Altisource Solutions S.à r.l.	United States	20-JUN-2012	85656369	N/A	N/A
ALTISOURCE	Altisource Solutions S.à r.l.	Uruguay	29-APR-2009	401631	7-JUL-2011	33628
ALTISOURCE PORTFOLIO SOLUTIONS	Altisource Solutions S.à r.l.	Uruguay	29-APR-2009	401632	N/A	N/A
THINKING AHEAD. DELIVERING TODAY.	Altisource Solutions S.à r.l.	Uruguay	15-APR-2009	401096	28-MAR-2012	401096