

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reverse Mortgage Solutions, Inc.		11/28/2012	CORPORATION: DELAWARE
Green Tree Investment Holdings II LLC		11/28/2012	LIMITED LIABILITY COMPANY: DELAWARE
Walter Investment Managment Corp.		11/28/2012	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, as Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3523171	RMS	
Registration Number:	3550915	RM NAVIGATOR	
Registration Number:	3558675	RM COMPASS	
Registration Number:	4192836	S3	
Registration Number:	4236035	REO LEASING SOLUTIONS	
Registration Number:	4207913	SPECIALTY SERVICING SOLUTIONS	
Registration Number:	4204998	RMPATH	
Registration Number:	3958332	GREEN TREE	
Registration Number:	3948277	GREEN TREE	
Registration Number:	3938405	ADD SOME GREEN TO YOUR PORTFOLIO	
Registration Number:	3883516	RELATIONSHIPS THAT WORK	

Registration Number:	1837028	HANOVER CAPITAL
Registration Number:	2587194	HANOVERTRADE.COM
Registration Number:	1792931	H
Serial Number:	85321792	REO LEASING SOLUTIONS
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: 202-370-4761

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:	F142393
NAME OF SUBMITTER:	Megan M. Teixeira
Signature:	/Megan M. Teixeira/
Date:	11/29/2012

Total Attachments: 7

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

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, each of WALTER INVESTMENT MANAGEMENT CORP., a Maryland corporation, GREEN TREE INVESTMENT HOLDINGS II LLC, a Delaware corporation, and REVERSE MORTGAGE, SOLUTIONS, INC., a Delaware corporation (each a **“Grantor”**) with notice addresses at 3000 Bayport Drive, Suite 1100, Tampa, Florida 33607, 1100 Landmark Towers, 345 St. Peter St., Saint Paul, Minnesota 55102, and 2727 Spring Creek Drive, Spring, Texas 77373, respectively, 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 each 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 inbound 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 each of the Grantors, as such term is defined in the Security Agreement among each of the Grantors, the other assignors from time to time party thereto and the Grantee, dated as of November [], 2012 (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 each of the Grantors an instrument in writing releasing the security interest in the Mark Collateral acquired under this Grant.

Each of the Grantors 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 each of the Grantors 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 each of the Grantors 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, each of the Grantors 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.

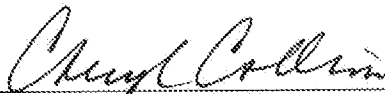
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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 28 day of November, 2012.

WALTER INVESTMENT
MANAGEMENT CORP., as Grantor

By 
Name: Cheryl A. Collins
Title: Senior Vice President and
Treasurer

GREEN TREE INVESTMENT HOLDINGS
II LLC, as Grantor

By 
Name: Cheryl A. Collins
Title: Senior Vice President and
Treasurer

REVERSE MORTGAGE SOLUTIONS,
INC., as Grantor

By _____
Name: Jeanetta Brown
Title: Vice President

SIGNATURE PAGE TO TRADEMARK AGREEMENT

TRADEMARK
REEL: 004909 FRAME: 0742

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 28 day of November, 2012.

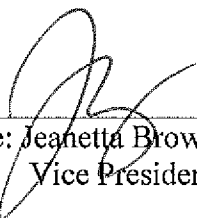
WALTER INVESTMENT
MANAGEMENT CORP., as Grantor

By _____
Name: Cheryl A. Collins
Title: Senior Vice President and
Treasurer

GREEN TREE INVESTMENT HOLDINGS
II LLC, as Grantor

By _____
Name: Cheryl A. Collins
Title: Senior Vice President and
Treasurer

REVERSE MORTGAGE SOLUTIONS,
INC., as Grantor

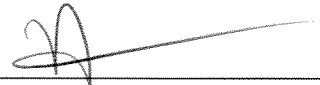
By  _____
Name: Jeanetta Brown
Title: Vice President

SIGNATURE PAGE TO TRADEMARK AGREEMENT

TRADEMARK
REEL: 004909 FRAME: 0743

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

By: 
Name: ROBERT HETU
Title: MANAGING DIRECTOR

By: 
Name: Rahul Parmar
Title: Associate

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

EXECUTION VERSION

Schedule A

WALTER INVESTMENT MANAGEMENT CORP.

U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Owner</u>	<u>Registration Number</u>
HANOVER CAPITAL	Walter Investment Management Corp.	1,837,028
HANOVERTRADE.COM	Walter Investment Management Corp.	2,587,194
H	Walter Investment Management Corp.	1,792,931

GREEN TREE INVESTMENT HOLDINGS II LLC

U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Owner</u>	<u>Registration Number</u>
GREEN TREE	Green Tree Investment Holdings II LLC	3,958,332
GREEN TREE	Green Tree Investment Holdings II LLC	3,948,277
ADD SOME GREEN TO YOUR PORTFOLIO	Green Tree Investment Holdings II LLC	3,938,405
RELATIONSHIPS THAT WORK	Green Tree Investment Holdings II LLC	3,883,516

REVERSE MORTGAGE SOLUTIONS, INC.**U.S. TRADEMARK REGISTRATIONS**

<u>Trademark</u>	<u>Owner</u>	<u>Registration Number</u>
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
SPECIALTY SERVICING SOLUTIONS Class 36	Reverse Mortgage Solutions, Inc.	4,207,913
RMPath and Design Logo	Reverse Mortgage Solutions, Inc.	4,204,998
REO Leasing Solutions and design logo	Reverse Mortgage Solutions, Inc.	4,236,035

U.S. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Owner</u>	<u>Application Number</u>
REO LEASING SOLUTIONS Class 36	Reverse Mortgage Solutions, Inc.	85/321,792
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