

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
Avenue 365 Lender Services, LLC		01/31/2013	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	THE BANK OF NEW YORK MELLON		
Street Address:	101 Barclay Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4075966	AVENUE 365 LENDER SERVICES	
Registration Number:	4136168	MORE LOANS. LESS TIME. NO BULL.	
Registration Number:	4108252	AVE 365 U	
Registration Number:	4062159	AVENUE 365	
Registration Number:	4096269	AVENUE 365 UNIVERSITY	
Registration Number:	4062160	AVE 365	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-739-5652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.		
Address Line 2:	Morgan, Lewis & Bockius LLP		

CH \$165.00 4075966

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER: Catherine R. Howell, Senior Paralegal

Signature: /Catherine R. Howell/

Date: 02/01/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of January, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **THE BANK OF NEW YORK MELLON**, a New York banking corporation, in its capacity as collateral agent for the Holders (in such capacity, together with its successors and assigns, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of January 31, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Note Purchase Agreement") by and among Shellpoint Partners LLC ("Company"), the Purchasers party thereto as "Purchasers" (such Purchasers, together with their respective successors and assigns in such capacity, each, individually, a "Purchaser" and, collectively, the "Purchasers"), and the Agent, Company has agreed to authorize the issue and sale of the Company's 12.50% Senior Secured Notes due January 31, 2018 (the "Notes"); and

WHEREAS, the Purchasers are willing to purchase the Notes in accordance with the terms of the Note Purchase Agreement and the other Financing Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Holders, that certain Pledge and Security Agreement, dated as of January 31, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Pledge and Security Agreement"); and

WHEREAS, pursuant to the Pledge and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Holders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement or, if not defined therein, in the Note Purchase Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 22.5 of the Note Purchase Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally pledges and grants to Agent, for the benefit of the Holders, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and any Licenses related thereto to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any License.

(d) Notwithstanding anything to the contrary contained herein, this Trademark Security Agreement shall not constitute a grant of a Lien or security interest, and in no event shall the Collateral include, the following: (i) any assets of the Grantors pledged under any Permitted Debt Facility; provided, that such Permitted Debt Facility prohibits granting of a Lien in favor of any other Person, and (ii) any contract, lease, permit, license or other Collateral to which any Grantor is a party or any of its rights or interests thereunder, or any property or assets subject to any contract, lease, permit, license or Collateral, if and for so long as the grant of such security interest shall constitute or result in (x) the abandonment, invalidation or unenforceability of any right, title or interest of such Grantor therein or (y) a breach or termination pursuant to the terms of, or a default under, any such contract, lease, permit, license or Collateral, except, in each case, to the extent that any such term is rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity; provided, that notwithstanding the foregoing, such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent or any of the other Holders, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Holders, pursuant to the Pledge and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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 (including, without limitation, the terms of Article X). To the extent there is any inconsistency between this Trademark Security Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration and shall amend Schedule 1 as appropriate and deliver such amended schedule to the Agent and the Holders. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Financing Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

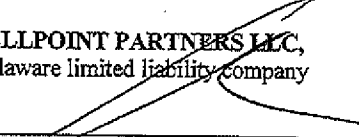
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 8 OF THE PLEDGE AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

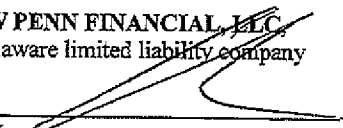
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

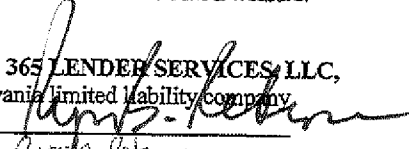
SHELLPOINT PARTNERS LLC,
a Delaware limited liability company

By: 
Name: Andrew Rickert
Title: Senior Vice President & Treasurer

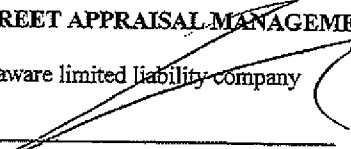
NEW PENN FINANCIAL LLC,
a Delaware limited liability company

By: 
Name: Andrew Rickert
Title: Senior Vice President & Treasurer

AVENUE 365 LENDER SERVICES LLC,
a Pennsylvania limited liability company

By: 
Name: Lynn Peterson
Title: President

**E STREET APPRAISAL MANAGEMENT
LLC,**
a Delaware limited liability company

By: 
Name: Andrew Rickert
Title: Senior Vice President & Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

THE BANK OF NEW YORK MELLON,
as Agent for the Holders

By: 

Name:

Title:

Maryann Joseph
Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004954 FRAME: 0624

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Avenue 365 Lender Services, LLC	USA	Avenue 365 Lender Services (Service Mark)	4,075,966	12/27/11
Avenue 365 Lender Services, LLC	USA	More loans. Less time. No bull. (Service Mark)	4,136,168	5/1/12
Avenue 365 Lender Services, LLC	USA	Ave 365 U (Service Mark)	4,108,252	3/6/12
Avenue 365 Lender Services, LLC	USA	Avenue 365 (Service Mark)	4,062,159	11/29/11
Avenue 365 Lender Services, LLC	USA	Ave 365 (Service Mark)	4,062,160	11/29/11
Avenue 365 Lender Services, LLC	USA	Avenue 365 University (Service Mark)	4,096,269	2/7/12

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