

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Ally Financial Inc.		01/31/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Green Tree Servicing LLC		
Street Address:	c/o Walter Investment Management Corp.		
Internal Address:	3000 Bayport Drive		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33607		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Serial Number:	85535100	HOME STARTS HERE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	6178568201		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	617-856-8145		
Email:	ip@brownrudnick.com		
Correspondent Name:	Mark S. Leonardo		
Address Line 1:	One Financial Center		
Address Line 2:	Brown Rudnick LLP		
Address Line 4:	Boston, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	30725/1 (MSL)		
NAME OF SUBMITTER:	Mark S. Leonardo		
Signature:	/Mark S. Leonardo/		

CH \$40.00 85535100

Date:

02/14/2013

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), is delivered and effective as of this January 31, 2013 by Ally Financial Inc. ("Assignor"), to and in favor of Green Tree Servicing LLC ("Assignee"). Both Assignor and Assignee are collectively referred to herein as the "Parties".

**WHEREAS**, Assignor is the owner of that certain trademark and associated goodwill including, without limitation, the trademark application identified and set forth on Schedule A attached hereto (the "Assigned Trademark");

**WHEREAS**, Assignor agrees to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor's rights, title and interest in and to the Assigned Trademark including all goodwill associated therewith;

**WHEREAS**, Assignor wishes to confirm Assignee's ownership of the trademark and assign to Assignee all right, title and interest in and to the Assigned Trademark.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby agree as follows:

1. Assignment of Assigned Trademark. Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee any and all right, title and interest Assignor holds, or may hold, in and to the Assigned Trademark, including the goodwill of the business in connection with which said mark is used and which is symbolized by said mark, together with all rights derived therefrom and any registrations and applications therefor, including, without limitation, statutory, common law and contractual rights, in, to and under the Assigned Trademark that are or may be secured under the laws of the United States., now or hereafter arising or in effect, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Assigned Trademark is granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and in and to all rights to collect income, royalties, damages and payments in connection with any of the foregoing, including, without limitation, in and under all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned under this Assignment.
2. Recordation of Assignment. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Assigned Trademark.
3. Further Assistance. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request to effectuate and implement this Assignment.
4. Counterparts. This Assignment may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.

*[Remainder of Page Left Blank Intentionally]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

**ASSIGNOR**

ALLY FINANCIAL INC.

By \_\_\_\_\_  
Name: *James G. Mackay*  
Title: *JAMES G. MACKAY  
Chief Financial Officer*

**ASSIGNEE**

GREEN TREE SERVICING LLC

By \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

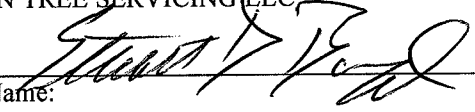
**ASSIGNOR**

ALLY FINANCIAL INC.

By \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE**

GREEN TREE SERVICING LLC

By  \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**Schedule A**

**Assigned Trademark**

<b>Mark</b>	<b>Country</b>	<b>Application No./ Filing Date</b>	<b>Owner</b>
HOME STARTS HERE	United States	85/535,100 February 6, 2012	ALLY FINANCIAL INC.

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