

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GMAC Mortgage Group, LLC		01/31/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Green Tree Servicing LLC		
Street Address:	3000 Bayport Drive		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33607		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3417288	DITECH	
CORRESPONDENCE DATA			
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		
NAME OF SUBMITTER:	Mark S. Leonardo		
Signature:	/Mark S. Leonardo/		

CH \$40.00 3417288

Date:

02/15/2013

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Agreement**”) is made as of January 31, 2013 (the “**Effective Date**”) by and between Green Tree Servicing LLC, a Delaware limited liability company (“**Green Tree**”), and Residential Capital, LLC, a Delaware limited liability company, Residential Funding Company, LLC, a Delaware limited liability company, GMAC Mortgage, LLC, a Delaware limited liability company, GMACM Borrower LLC, a Delaware limited liability company, and RFC Borrower LLC, a Delaware limited liability company (each, a “**Seller**” and together, the “**Sellers**”), pursuant to the Asset Purchase Agreement dated as of November 2, 2012 by and among the Sellers, Executive Trust Services, LLC, a Delaware limited liability company (“**ETS**”), ETS of Washington, Inc., a Delaware corporation (“**ETS WA**”), EPRE LLC, a Delaware limited liability company (“**EPRE**”), and Ocwen Loan Servicing, LLC, a Delaware limited liability company (“**Ocwen**”), as amended by Amendment No. 1 thereto, dated November 20, 2012, Amendment No. 2 thereto dated January 29, 2013, subject to entry of a Final Order of the Bankruptcy Court authorizing the effectiveness thereof, and Amendment No. 3 thereto, dated January 31, 2013 (as amended, the “**Purchase Agreement**”) and subject to the provisions of the Agreement for Partial Assignment and Assumption Under the Purchase Agreement dated as of January 31, 2013 by and between the Sellers, ETS, ETS WA, EPRE, Walter Investment Management Corp., Green Tree and Ocwen (the “**Walter Agreement**”). Capitalized terms used in the Agreement and not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement or Walter Agreement, as applicable.

WHEREAS, pursuant to the Purchase Agreement and the Walter Agreement, the Sellers have agreed to sell, transfer, convey, assign and deliver to Green Tree the Walter Purchased Assets, including, without limitation, the trademarks set forth on Schedule A hereto (each, a “**Trademark**” and collectively, the “**Trademarks**”);

WHEREAS, the Sellers wish to assign all right, title and interest in and to the Trademarks to Green Tree, and Green Tree wishes to accept such assignment;

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein and set forth in the Purchase Agreement and Walter Agreement, Green Tree and Sellers agree as follows:

1. Effective as of the Effective Date, Sellers hereby irrevocably sell, transfer, convey, assign and deliver to Green Tree any and all worldwide right, title and interest Sellers hold, or may hold, in and to the Trademarks, including the goodwill of the business in connection with which said Trademarks are used and which is symbolized by said Trademarks, 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 Trademarks that are or may be secured under the laws of the United States, any multi-national trademark authority or any foreign country, now or hereafter arising or in effect, the same to be held and enjoyed by Green Tree 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 Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Sellers if this Agreement 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 any infringement of the rights under this Agreement arising on or after the Effective Date.

2. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office and/or the applicable foreign authorities to record Green Tree as the assignee and owner of the Trademarks.
3. Green Tree and each of the Sellers each acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of Green Tree or Sellers under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Agreement, but shall remain in full force and effect to the fullest extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement, the Walter Agreement and the terms of this Agreement, the terms of the Purchase Agreement or the Walter Agreement, as applicable, shall govern.
4. Green Tree and each of the Sellers shall use commercially reasonable efforts to execute and deliver, or cause to be executed and delivered, from time to time upon request, all such further documents and instruments relating to the Trademarks and to take all such further actions as may be reasonably necessary in order to give full effect to the intents and purposes of this Agreement.
5. This Agreement shall be binding upon and shall inure to the benefit of Green Tree and the Sellers and their respective successors and assigns.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to any conflicts of law principles thereof or any other jurisdiction that would apply the law of another jurisdiction and, to the extent applicable, the Bankruptcy Code.
7. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission or other electronic method of transmission all with the same force and effect as if the same were a fully executed and delivered original manual counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

GREEN TREE SERVICING LLC

By: 

Stuart Boyd

Assistant Secretary

RESIDENTIAL CAPITAL, LLC,
RESIDENTIAL FUNDING COMPANY, LLC,
GMAC MORTGAGE, LLC,
GMACM BORROWER LLC, and
RFC BORROWER LLC

By: 

James Whitlinger

Chief Financial Officer of each of
the above-listed entities

Signature Page to Trademark Assignment Agreement

Schedule A

I. US Trademarks

TRADEMARK	OWNER	SERIVCES	REG NO.	REG DT.	UPCOMING DUE DATE
DITECH-1	GMAC MORTGAGE, LLC	Real estate mortgage banking and lending services	3080195	2006/04/11	<i>2011/10/11 SEC 8 & 15 AFF</i>
DITECH AT WORK	GMAC MORTGAGE, LLC	Real estate mortgage banking and lending services; loan origination and financing via a global communications network	3122167	2006/07/25	<i>2012/07/25 SEC 8 & 15 AFF</i>
DITECH.COM FREEDOM LOAN	GMAC MORTGAGE, LLC	Real estate mortgage banking and lending services	3291310	2007/09/11	<i>2012/09/11 SEC 8 & 15 AFF</i>
DITECH ESIGNATURE	GMAC MORTGAGE, LLC	Home equity loan; mortgage lending	3396372	2008/03/11	<i>2013/03/11 SEC 8 & 15 AFF</i>
ditech (logo)	GMAC Mortgage Group, LLC	Real estate mortgage banking and lending services	3417288	2008/04/29	<i>2013/04/29 SEC 8 & 15 AFF</i>
DITECH	<u>GMAC MORTGAGE, LLC</u>	Real estate mortgage banking and lending services	2158800	1998/05/19	<i>2017/05/19 RENEWAL</i>

SMARTWATCH SMARTWATCH	Gmac Mortgage, LLC (Delaware Limited Liability Company)	SN:76-586659 RN:2,982,713	(Int'l Class: 36) Real estate mortgage banking and mortgage lending; loan financing including loan origination via a global communications network	Registered: August 9, 2005 Int'l Class: 36 First Use: February 1, 2001 Filed: April 14, 2004 Published: May 17, 2005
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Trademark	Owner	Full Goods/Services	Ser./Reg./ App. No.	Status/Key Dates
DITECH	Gmac Mortgage, LLC 100 Witmer Road Horsham, Pennsylvania 19044	(Int'l Class: 36) Origination and servicing of residential and commercial mortgage loans	RN:5,800,088	WI: Registered: July 11, 2007 Int'l Class: 36 First Use: April 13, 2006
DITECH	Gmac Mortgage, LLC 100 Witmer Road, P.O. Box 963 Horsham, Pennsylvania 19044-0963	(Int'l Class: 36) Finance loan investments, securities, stock, mortgage brokers	RN:2007-000540502	WY: Registered: July 10, 2007
DITECH	Gmac Mortgage, LLC (Delaware Limited Liability Company)	(Int'l Class: 36) Origination and servicing of residential and commercial mortgage		LA: Registered: July 9, 2007

Trademark	Owner	Full Goods/Services	Ser./Reg./App. No.	Status/Key Dates
	P.O. Box 963, 100 Witmer Road Horsham, Pennsylvania 19044-0963	loans		Int'l Class: 36 First Use: April 13, 2006 In Commerce: October 25, 2006
DITECH.COM	Gmac Mortgage, LLC 100 Witmer Road Horsham, Pennsylvania 19044	(Int'l Class: 36) Origination and servicing of residential and commercial mortgage loans	RN:5,700,824	WI: Registered: November 22, 2006 Int'l Class: 36 First Use: October, 2006
DITECH.COM	Gmac Mortgage Corporation P.O. Box 963, 100 Witmer Road Horsham, Pennsylvania 19044	(Int'l Class: 36) Residential mortgage lending services	RN:313,875	NH: Registered: April 28, 1999
DITECH.COM	Gmac Mortgage Corporation (Pennsylvania Corp.) P.O. Box 963, 100 Witmer Road Horsham, Pennsylvania 19044-0963	(Int'l Class: 36) Mortgage banking		LA: Registered: August 15, 2005 Int'l Class: 36 First Use: March 23, 1999 In Commerce: March 26, 1999

II. Canada Trademarks

TRADEMARK	OWNER	APP NO.	FILING DT	REG NO.	REG DT	NEXT DUE DATE
DITECH	GMAC MORTGAGE CORP	1271800	2005/09/13	TMA724233	2008/09/23	2023/09/23 RENEWAL
DITECH.COM	GMAC MORTGAGE CORP	1271798	2005/09/13	TMA724180	2008/09/23	2023/09/23 RENEWAL

III. Common-Law Trademarks

Purchase Power Mortgage Program
Clear Advantage Refinance
SmartWatch