

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Trademark Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		04/23/2013	PLC: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Homeward Residential, Inc.		
Street Address:	1525 S. Belt Line Road		
City:	Coppell		
State/Country:	TEXAS		
Postal Code:	75019		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85595694	BELTLINE ROAD	
Serial Number:	77907150	POWER DEFAULT SERVICES INC.	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-701-3231		
Email:	david.adams@thomsonreuters.com		
Correspondent Name:	Nicole Piazza		
Address Line 1:	80 Pine Street		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Nicole Piazza		
Signature:	/David Adams TR/		
Date:	04/24/2013		

OP \$65.00 85595694

Total Attachments: 4

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Barclays Bank PLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other PLC
- Association
- Limited Partnership

Citizenship (see guidelines) United Kingdom

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 23, 2013

- Assignment
- Security Agreement
- Other Partial Trademark Release
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

No

Name: Homeward Residential, Inc.

Street Address: 1525 S. Belt Line Road

City: Coppell

State: TX

Country: USA Zip: 75019

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

B. Trademark Registration No.(s)

85595694, 77907150

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Nicole Piazza

Internal Address: _____

Street Address: Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212.701.3231

Docket Number: _____

Email Address: npiazza@cahill.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

NICOLE PIAZZA
Signature

4/23/13

Date

Nicole Piazza

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

PARTIAL TRADEMARK RELEASE

This PARTIAL TRADEMARK RELEASE (this “Release”), dated as of April 23, 2013, is made by Barclays Bank PLC, as Collateral Agent for the Secured Parties under the Credit Agreement referred to below (in such capacity, the “Agent”), in favor of Homeward Residential, Inc. (“Grantor”). All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement or the Security Agreement referred to below.

WHEREAS, the Agent, Grantor and certain other parties have entered into that certain Senior Secured Term Loan Facility Agreement, dated as of February 15, 2013 (as amended, restated, supplemented or otherwise modified through the date hereof, the “Credit Agreement”);

WHEREAS, pursuant to the Credit Agreement, Grantor and certain other grantors party thereto and the Agent have executed and delivered that certain Pledge and Security Agreement, dated as of February 15, 2013, (as amended, restated, supplemented or otherwise modified through the date hereof, the “Security Agreement”), and the Trademark Security Agreement, dated as of February 15, 2013 (the “Trademark Security Agreement”), pursuant to which the Grantor granted to the Agent a security interest in, among other things, the Grantor’s right, title and interest in the Trademarks listed on Schedule 1 hereto (the “Released Marks”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 19, 2013, at Reel 4965, Frame 0706;

WHEREAS, Grantor has advised the Agent that the Released Marks are being transferred as part of or in connection with a transfer permitted under the Credit Agreement; and

WHEREAS, pursuant to the Credit Agreement, the Secured Parties have authorized the Agent, at Grantor’s expense, to execute and deliver such documents as reasonably requested to evidence the release of security interests from certain items of Collateral that are transferred or are to be transferred as part of or in connection with a transfer permitted under the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent hereby agrees as follows:

SECTION 1. Partial Release of Security Interest. In reliance on the certifications set forth in that certain Certificate of Owen Financial Corporation dated as of March 28, 2013 and delivered by the Borrower to the Agent, and without independent investigation, recourse or warranty, the Agent, on behalf of itself and the Secured Parties, hereby releases and terminates all security interest held by the Agent in and to the Released Marks arising under the Security Agreement and the Trademark Security Agreement. This Release is applicable only with respect to the Released Marks and to no other Collateral. The Agent retains all security interests, liens, rights, titles and interests granted to the Agent under the Security Agreement and the Trademark Security Agreement with respect to all such other Collateral.

SECTION 2. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 3. Miscellaneous. This Release shall be binding on the Agent and the other Secured Parties and their respective successors and assigns and shall inure to the benefit of Grantor and its respective successors and assigns. Delivery of an executed counterpart of a signature page to this


Release by telecopier or ".pdf" file shall be effective as delivery of a manually executed counterpart of this Release.

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its respective officers thereunto duly authorized as of the date first above written.

COLLATERAL AGENT:

BARCLAYS BANK PLC,
as Collateral Agent

By:


Name: Alicia Borys
Title: Vice President

Schedule 1
Released Marks

BELTLINE ROAD
POWER DEFAULT SERVICES INC.

Trademark Serial No. 85595694
Trademark Serial No. 77907150