

## 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
Long Pond Capital GP, LLC		02/24/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Long Pond Capital, LP		
Street Address:	527 Madison Avenue, 15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3975680	LONG POND CAPITAL	
CORRESPONDENCE DATA			
Fax Number:	2149694343		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-969-2877		
Email:	trademarkdallas@akingump.com		
Correspondent Name:	Akin Gump Strauss Hauer & Feld, LLP		
Address Line 1:	PO Box 130688		
Address Line 4:	Dallas, TEXAS 75313-0688		
ATTORNEY DOCKET NUMBER:	688192-0002		
NAME OF SUBMITTER:	Sanford E. Warren, Jr.		
Signature:	/Sanford E. Warren, Jr./		

Date:

02/25/2014

Total Attachments: 2

source=Assignment#page1.tif

source=Assignment#page2.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is effective this Feb 24 day of February 2014 (the "Effective Date"), from Long Pond Capital GP, LLC, a Delaware corporation having an address of 527 Madison Avenue, 15th Floor, New York, New York 10022 ("ASSIGNOR"), to Long Pond Capital, LP, a Delaware corporation having an address of 527 Madison Avenue, 15th Floor, New York, New York 10022 ("ASSIGNEE").

WHEREAS, ASSIGNOR owns and has used in its business certain trademarks and trademark registrations, which are registered with the United States Patent and Trademark Office as listed in Section No. 1 below (the "Trademarks");

WHEREAS, ASSIGNOR desires to assign to ASSIGNEE by way of this Assignment its entire right, title, and interest in and to the Trademarks and in and to any renewals or registrations that may be granted thereon, all together with the goodwill associated therewith to continue a business substantially similar to the business associated with the Trademarks;

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title, and interest in and to these Trademarks and in and to any renewals or registrations that may be filed and granted thereon, all together with the goodwill of the business connected therewith to continue a business substantially similar to the business formerly associated with the Trademarks; and

NOW THEREFORE, for the mutual premises and covenants herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR and ASSIGNEE hereby agree as follows:

1. ASSIGNOR warrants and represents a) that it is the exclusive owner of the Trademarks listed below and that it has not assigned, conveyed, transferred or granted to any third party any interest in, or otherwise encumbered in any manner, the Trademarks; b) that, to the best of its knowledge, no third party owns, is entitled to, or has claimed any right or interest in the Trademarks that would preclude, conflict with or encumber this Assignment; c) that all assignments and/or applicable filings that may be necessary to vest in ASSIGNOR full and complete title to the Trademarks have been obtained; and, d) that ASSIGNOR hereby consents to this Assignment.

<u>Mark</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>
LONG POND CAPITAL	85/001978	3975680	03/30/2010	06/07/2011

2. ASSIGNOR, as of the Effective Date, hereby sells, assigns, conveys, and transfers to ASSIGNEE all rights, title, and interest in the above Trademarks, together with the goodwill of the business connected therewith, all common law rights related thereto, and the right to sue and recover for damages for past, present, and future infringements, dilutions, or violations of the foregoing. ASSIGNEE accepts as of the Effective Date, all of ASSIGNOR's rights, title and interest in the above Trademarks, together with the goodwill of the business connected therewith, all common law rights related thereto, and the right to sue and recover for damages for past, present, and future infringements, dilutions, or violations of the foregoing.

3. ASSIGNOR agrees, at the request of ASSIGNEE and at ASSIGNEE's expense, to execute and deliver any further documents and legal instruments as may be necessary, and do all other things reasonably necessary to perfect in ASSIGNEE, its assigns, successors, and legal representatives, all right, title, and interest in and to the Trademarks, throughout the world, including without limitation, executing and delivering any and all powers of attorney, applications, assignments, declarations, and affidavits.

4. This Assignment is made for the benefit of the ASSIGNEE and its successors and assigns and may be transferred without the consent of the ASSIGNOR.

5. Each party acknowledges that as of the Effective Date this Assignment is a legal, valid, and a binding obligation of the ASSIGNOR and that ASSIGNOR has full power and authority to enter into and perform its obligations under this Agreement in accordance with its terms.

6. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same instrument.

7. This Assignment shall be governed and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed and delivered this Assignment as of the Effective Date above.

ASSIGNOR:

Long Pond Capital GP, LLC

By: Anthony Famiglietti  
Printed Name: Anthony Famiglietti  
Title: CFO

ASSIGNEE:

Long Pond Capital, LP

By: Anthony Famiglietti  
Printed Name: Anthony Famiglietti  
Title: CFO