

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320890

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Guaranty Mortgage Corporation		10/17/2014	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	LVS II SPE XVI LLC, as Administrative Agent		
Street Address:	650 Newport Center Drive		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	86371441	VANGO	
Serial Number:	86371435	FIRST GUARANTY YOUR	
Serial Number:	86371385	THE CHANGE AGENT OF THE MORTGAGE INDUSTR	
Registration Number:	3431269	FIRST GUARANTY MORTGAGE CORPORATION	
Registration Number:	3337308	1G	
Registration Number:	3309826	UNDERWRITING THE AMERICAN DREAM	
Registration Number:	3670003	SAVING THE AMERICAN DREAM	
Registration Number:	2842886	HOMEBANC MORTGAGE	
Registration Number:	2671098	METROMORTGAGEONLINE.COM	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2001 Ross Avenue, Suite 3600		
Address Line 4:	Dallas, TEXAS 75201		

CH \$240.00 86371441

ATTORNEY DOCKET NUMBER:	39618-11480
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	10/22/2014
Total Attachments: 4 source=PIMCO#page1.tif source=PIMCO#page2.tif source=PIMCO#page3.tif source=PIMCO#page4.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS ("Confirmatory Grant") is made effective as of October 17, 2014 by and from FIRST GUARANTY MORTGAGE CORPORATION, a Virginia Corporation (the "Grantor"), to and in favor of LVS II SPE XVI LLC, as Administrative Agent under and as defined in the Loan Agreement referenced below (together with its successors and assigns in such capacity, the "Secured Party").

WHEREAS, First Guaranty Mortgage Corporation, as Borrower, LVS II SPE XVI LLC, as Administrative Agent, and the Lenders party thereto have entered into that certain Loan Agreement, dated as of October 17, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, the Borrower, the Subsidiaries of the Borrower from time to time party thereto and the Secured Party have entered into that certain Pledge and Security Agreement, dated as of the date hereof (as so amended and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

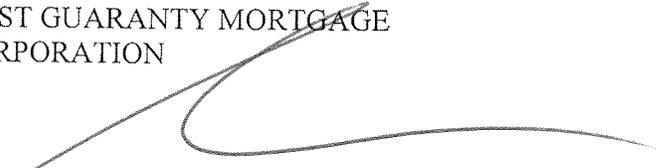
(b) The Grantor hereby grants to the Secured Party a security interest in (1) all of each Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now

owned or from time to time after the date hereof owned or acquired by such Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantors have executed this Confirmatory Grant of Security Interest effective as of the date first written above.

FIRST GUARANTY MORTGAGE
CORPORATION

By: 
Name: **Andrew Peters**
Title: **Chief Executive Officer**

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

Word Mark	Registered Owner	Serial Number	Registration Number	Date of Registration	Renewal Dates	Cancellation Dates
VANGO	First Guaranty Mortgage Corporation	86371441				
FIRST GUARANTY YOUR	First Guaranty Mortgage Corporation	86371435				
THE CHANGE AGENT OF THE MORTGAGE INDUSTRY	First Guaranty Mortgage Corporation	86371385				
FIRST GUARANTY MORTGAGE CORPORATION	First Guaranty Mortgage Corporation	78907125	3431269	5/20/2008	5/20/2018	
IG	First Guaranty Mortgage Corporation	78907176	3337308	11/13/2007	11/13/2017	
UNDERWRITING THE AMERICAN DREAM	First Guaranty Mortgage Corporation	78907197	3309826	10/9/2007	10/9/2017	
SAVING THE AMERICAN DREAM	First Guaranty Mortgage Corporation	77279617	3670003	8/18/2009	8/18/2014	
HOME Banc MORTGAGE	First Guaranty Mortgage Corporation	78145360	2842886	5/18/2004		12/24/2010
METROMORTGAGEONLINE.COM	First Guaranty Mortgage Corporation	76166128	2671098	1/7/2003		8/15/2009