

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323406

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cobalt Mortgage, Inc.		11/05/2014	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Caliber Home Loans, Inc.		
Street Address:	3701 Regent Boulevard		
Internal Address:	Suite 200		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75063		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4016672	COBALT FUNDING	
Registration Number:	3804817	COBALT MORTGAGE	
Serial Number:	86116539	COBALT FINANCIAL	
Serial Number:	85771945	COBALT BANK	
Serial Number:	85771935	COBALT	
Serial Number:	85771924	COBALT FUNDING	
Serial Number:	85771914	COBALT MORTGAGE	
Serial Number:	85771896	COBALT CAPITAL	
Serial Number:	85771876	COBALT LENDING	
Serial Number:	85609783	COBALT INSURANCE	
Serial Number:	77576709	COBALT INSURANCE	
Serial Number:	77210605	COBALT FINANCIAL	
Serial Number:	77104456	COBALT FUNDING	
Serial Number:	77104453	COBALT LENDING	
Serial Number:	77104451	COBALT CAPITAL	
Serial Number:	77104450	COBALT MORTGAGE	
Serial Number:	77104446	COBALT BANK	
Serial Number:	77104441	COBALT	
TRADEMARK			

CH \$465.00 4016672

CORRESPONDENCE DATA**Fax Number:**

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.

Email: shill@velaw.com**Correspondent Name:** Sean M. Hill**Address Line 1:** 1001 Fannin Street, Suite 2500**Address Line 2:** Vinson & Elkins LLP**Address Line 4:** Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	HUD530-58004
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NAME OF SUBMITTER:	Sean M. Hill
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SIGNATURE:	/Sean M. Hill/
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DATE SIGNED:	11/17/2014
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**"), dated as of November 5, 2014, is entered into by and between Cobalt Mortgage, Inc., a corporation formed under the laws of the State of Washington, having its principal place of business at 11241 Slater Avenue NE, Suite 200, Kirkland, Washington 98033 (the "**Assignor**"), and Caliber Home Loans, Inc., a corporation formed under the laws of the State of Delaware, having its principal place of business at 3701 Regent Boulevard, Suite 200, Irving, Texas 75063 (the "**Assignee**").

WHEREAS, the Assignor and the Assignee and the other parties party thereto have entered into that certain Asset Purchase Agreement dated as of September 17, 2014, as amended and supplemented by that certain Side Letter Agreement dated November 5, 2014 (the "**Purchase Agreement**"); and

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to assign to the Assignee all of the Assignor's right, title and interest in, to and under the Owned Intellectual Property, including the Internet domain names, trademark applications and registrations set forth on the attached Schedule 1 (collectively, the "**Trademarks**"), and the Assignee has agreed to acquire all right, title and interest in, to and under the Trademarks.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Defined terms used in this Assignment have the meanings given to them in the Purchase Agreement unless otherwise expressly defined in this Assignment.

2. Assignment. The Assignor hereby, absolutely and unconditionally, conveys, sells, assigns, transfers, grants and sets over unto the Assignee, all of the Assignor's worldwide rights, title and interest and benefit in and to the Trademarks, together with all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claim, and collect all damages for any past, present, or future infringement or misappropriation of the Trademarks, including without limitation the goodwill of the businesses connected to the use of any of the Trademarks, the same to be held and enjoyed by the Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by the Assignor if this sale had not been made and the Assignee does hereby accept such sale, assignment, transfer, grant, conveyance and set over.

3. Recordation. The Assignor authorizes and requests the U.S. Patent and Trademark Office and the Internet Corporation for Assigned Names and Numbers, or any foreign equivalent thereto, and any other Governmental Authority, to record the Assignee as owner of the Trademarks and of the entire title and interest in, to and under the same, for the sole use and enjoyment of the Assignee, its successors, assigns and other legal representatives.

4. Cooperation. The Assignor hereby covenants and agrees that it will communicate to the Assignee, its successors, legal representatives and assigns, any material facts (including, but not limited to, information relating to use or non-use, enforceability, or infringement of the

Trademarks) known to it with respect to the Trademarks and testify in any legal proceeding, sign all lawful papers, execute all applications (including, but not limited to, powers of attorney, specific assignments, transfers and assurances), make all rightful oaths and use its reasonable best efforts at the request of the Assignee to aid the Assignee, its successors, legal representatives and assigns in obtaining and enforcing protection for the Trademarks and in enjoying the full benefits thereof. The Assignor hereby constitutes and appoints the Assignee the true and lawful attorney of the Assignor to act as the Assignor's attorney-in-fact solely for the purpose of executing any documents and taking all necessary steps to cause the Assignor to perform any of its obligations set forth in this Assignment.

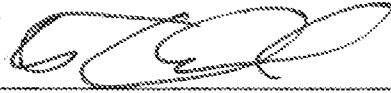
5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Assignment is executed in connection with the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Assignor and the Assignee with respect to the Owned Intellectual Property.

[Signature page follows]

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the day and year first above written.

COBALT MORTGAGE, INC.
as Seller

By:



Name: Keith D. Tibbles
Title: President

CALIBER HOME LOANS, INC.
as Purchaser

By:


Name: Steve Smith
Title: CFO

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the day and year first above written.

COBALT MORTGAGE, INC.

By: _____
Name: Keith D. Tibbles
Title: President

CALIBER HOME LOANS, INC.

By:  _____
Name: Steve Smith
Title: CFO

Schedule 1

Trademarks

<u>Trademark</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Status</u>
COBALT FUNDING	2/10/2007	77981952	4016672	Live
COBALT MORTGAGE	2/10/2007	77979348	3804817	Live
COBALT FINANCIAL	11/12/2013	86116539	Pending	Live
COBALT BANK	11/5/2012	85771945	Pending	Live
COBALT	11/5/2012	85771935	Pending	Live
COBALT FUNDING	11/5/2012	85771924	Pending	Live
COBALT MORTGAGE	11/5/2012	85771914	Pending	Live
COBALT CAPITAL	11/5/2012	85771896	Pending	Live
COBALT LENDING	11/5/2012	85771876	Pending	Live
COBALT INSURANCE	4/26/2012	85609783	N/A	Dead
COBALT INSURANCE	9/23/2008	77576709	N/A	Dead
COBALT FINANCIAL	6/20/2007	77210605	N/A	Dead
COBALT FUNDING	2/10/2007	77104456	N/A	Dead
COBALT FUNDING	2/10/2007	77104453	N/A	Dead
COBALT CAPITAL	2/10/2007	77104451	N/A	Dead
COBALT MORTGAGE	2/10/2007	77104450	N/A	Dead
COBALT BANK	2/10/2007	77104446	N/A	Dead
COBALT	2/10/2007	77104441	N/A	Dead
COBALT MORTGAGE			52890 (WA)	

www.cobaltmortgage.com