

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456443

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Assumption of Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Equity Mortgage, Inc.		01/01/2018	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Finance of America Mortgage, LLC		
Street Address:	909 Lake Carolyn Parkway		
Internal Address:	Suite 1550		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2611363	AMERICAN EQUITY MORTGAGE	
Registration Number:	3428731	AEM AMERICAN EQUITY MORTGAGE	
Registration Number:	3428730	AEM AMERICAN EQUITY MORTGAGE	
Registration Number:	3202904	INTEGRITY INTENSITY IMPECCABLE CUSTOMER	
Registration Number:	3184887	INTEGRITY INTENSITY IMPECCABLE CUSTOMER	
Registration Number:	2419317	THE FUTURE BELONGS TO YOU	
Registration Number:	2493573	THE AMERICAN WAY PLAN	
Serial Number:	78969310	9999	
Registration Number:	3170076	HOME EQUITY MORTGAGE	
Serial Number:	78659929	INTEGRITY MORTGAGE	
Registration Number:	3020438	AMERICAN EQUITY MORTGAGE	
Serial Number:	75933854	AMERICAN EQUITY MORTGAGE	
CORRESPONDENCE DATA			
Fax Number:	8043447999		
<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:	8047888200		
Email:	lcouch@hunton.com		
TRADEMARK			

CH \$315.00 2611363

Correspondent Name: HUNTON & WILLIAMS LLP
Address Line 1: 951 EAST BYRD STREET
Address Line 2: RIVERFRONT PLAZA, EAST TOWER
Address Line 4: Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER: 84181.000025

NAME OF SUBMITTER: Stephen P. Demm

SIGNATURE: /Stephen P. Demm/

DATE SIGNED: 01/02/2018

Total Attachments: 6

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ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

This **ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT** (this “Assignment”), dated as of January 1, 2018, is by and among American Equity Mortgage, Inc., a Missouri corporation (“Assignor”), and Finance of America Mortgage, LLC, a Delaware limited liability company (“Assignee”).

RECITALS

WHEREAS, Assignee and Assignor entered into an Asset Purchase Agreement, dated as of January 1, 2018, (the “Agreement”), pursuant to which, among other things, Assignor has agreed to assign to Assignee, and Assignee has agreed to assume, as of the Effective Time, certain assets, including certain rights in intellectual property owned by Assignor; and

WHEREAS, in accordance with the Agreement, Assignee desires to ensure the proper assignment and conveyance of all Owned Intellectual Property, together with all goodwill associated therewith, any rights of Assignor to sue and recover for past, present or future infringements or misappropriations of any Owned Intellectual Property and all rights of Assignor to trade secret information, confidential information, proprietary information, including, without limitation, the intellectual property identified on Exhibit A attached hereto (collectively, the “Assigned Intellectual Property”).

NOW THEREFORE, in consideration of the mutual covenants set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Defined Terms. All capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Agreement.
2. Assignment. Assignor hereby assigns, transfers, conveys, delivers and grants unto Assignee, its successors and assigns, as of the Effective Time, the Assigned Intellectual Property.
3. Assumption. Assignee hereby assumes and accepts from Assignor, as of the Effective Time, the Assigned Intellectual Property.
4. Relation to Agreement. This Assignment is being delivered pursuant to the Agreement and is subject, in all respects, to the terms and conditions of the Agreement. This Assignment shall not in any way supersede the Agreement, which remains in full force and effect pursuant to its terms and the parties thereto shall have the rights, duties and obligations provided for thereunder. In the event of any inconsistency between this Assignment and the Agreement, the Agreement shall control and prevail.

5. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Assignment. Copies of executed counterparts transmitted by telecopy or other electronic transmission shall be considered original executed counterparts.

6. Governing Law. This Assignment and the transactions contemplated herein, and all disputes between the parties under or related to this Assignment or the facts and circumstances leading to its execution or performance, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to the conflict of laws principles thereof.

[Signature Pages Follow]

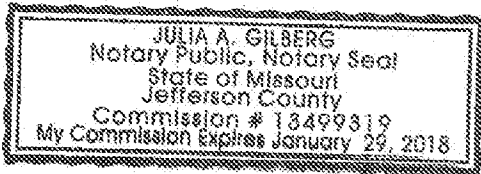
In accordance with the foregoing, each of Assignor and Assignee has executed this Assignment as of the date first written above.

AMERICAN EQUITY MORTGAGE,
INC.

By: [Signature]
Name: Deanna Daughhettee
Title: President

MISSOURI)
)
COUNTY/CITY OF St. Louis)

The foregoing instrument was acknowledged before me this 30th day of DECEMBER
2017 by Deanna Daughhettee as her free act and deed.



[Signature]
Notary Public: JULIA A. GILBERG

My commission expires: 01-29-18

[Assignor's Signature Page; Assignee's Signature Page Follows]

FINANCE OF AMERICA MORTGAGE,
LLC

By: [Signature]

Name: Steven Reich

Title: SVP of Production

State of Pennsylvania

COUNTY/CITY OF MONTGOMERY

The foregoing instrument was acknowledged before me this 29 day of December
2017, by Steven Reich as his free act and deed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Cynthia A. Hazelton, Notary Public
Horsham Twp., Montgomery County
My Commission Expires Oct. 9, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

[Signature]

Notary Public: Cynthia A. Hazelton





My commission expires: 10/9/20

[Assignee's Signature Page]

EXHIBIT A

ASSIGNED INTELLECTUAL PROPERTY

Trademarks/Service Marks

<u>MARK</u>	<u>SERIAL NUMBER</u>	<u>REGISTRATION NUMBER</u>
<u>In Use</u>		
AMERICAN EQUITY MORTGAGE	75933855	2611363
 AEM AMERICAN EQUITY MORTGAGE	78944874	3428731
 AEM AMERICAN EQUITY MORTGAGE	78944872	3428730
 INTEGRITY INTENSITY IMPECCABLE CUSTOMER SERVICE	78659966	3202904
 INTEGRITY INTENSITY IMPECCABLE CUSTOMER SERVICE	78659951	3184887
Get to a Better Place!	Not Registered	Not Registered
<u>Not in Use</u>		
THE FUTURE BELONGS TO YOU	75933856	2419317
THE AMERICAN WAY PLAN	76027383	2493573

<u>MARK</u>	<u>SERIAL NUMBER</u>	<u>REGISTRATION NUMBER</u>
<u>Dead Marks</u>		
9999	78969310	
Home Equity Mortgage	78659940	3170076
Integrity Mortgage	78659929	
American Equity Mortgage	78484151	3020438
American Equity Mortgage	75933854	

Domain Names

- <https://www.americanequity.com> and related subdomains

Other

- Phone Numbers
 - 314-878-9999 (St. Louis, Missouri)
 - 405-840-9909 (Oklahoma City, Oklahoma)
 - 412-366-9999 (Pittsburgh, Pennsylvania)
 - 425-889-9699 (Seattle, Washington)
 - 770-955-5700 (Atlanta, Georgia)
 - 816-361-9999 (Kansas City, Kansas)
 - 952-838-9900 (Minneapolis, Minnesota)
- Electronically, or otherwise, stored client data, sales leads, contacts, referral sources and similar proprietary sales information (produced and/or stored within Velocify and Top of Mind)
- Electronic mail addresses and associated correspondence