# **ZH \$1940.00 7779642**

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM468513

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Altisource S.A.R.L.		04/03/2018	Limited Liability Company: LUXEMBOURG
Nationwide Credit, Inc.		04/03/2018	Corporation: GEORGIA
The Mortgage Partnership of America, LLC		04/03/2018	Limited Liability Company: LUXEMBOURG

# **RECEIVING PARTY DATA**

Name:	Morgan Stanley Senior Funding, Inc.	
Street Address:	1300 Thames Street, 4th Floor	
Internal Address:	Thames Street Wharf	
City:	Baltimore	
State/Country:	MARYLAND	
Postal Code:	21231	
Entity Type:	Corporation: DELAWARE	

#### **PROPERTY NUMBERS Total: 77**

Property Type	Number	Word Mark	
Serial Number:	77796422	NCI NATIONWIDE CREDIT, INC.	
Serial Number:	77112141	NCI	
Serial Number:	78542587	NCI	
Serial Number:	74514876	NATIONWIDE CREDIT	
Serial Number:	76328714	LOOKING OUT FOR YOUR BEST INTEREST	
Serial Number:	76140406	LENDERS ONE	
Serial Number:	85605196	SPRINGHOUSE	
Serial Number:	77596166	REALDOC	
Serial Number:	77593386	THINKING AHEAD. DELIVERING TODAY.	
Serial Number:	77111111	REALPORTAL	
Serial Number:	78721798	REALREMIT	
Serial Number:	78721802	REALREMIT	
Serial Number:	76565960	REALREMIT	
Serial Number:	76365778	REALSERVICING	
Serial Number:	75843761	REALSYNERGY	

**TRADEMARK** 

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Property Type	Number	Word Mark		
Serial Number:	75605087	REALTRANS		
Serial Number:	77726139	ALTISOURCE		
Serial Number:	85655549	HUBZU		
Serial Number:	85656369	NOTEXCHANGE		
Serial Number:	77881558	ZERO DEGREES OF SEPARATION		
Serial Number:	85111767	E		
Serial Number:	77839772	E EQUATOR FINANCIAL SOLUTIONS		
Serial Number:	77827660	EQUATOR		
Serial Number:	85257280	LOAN SEGMENTATION		
Serial Number:	85439986	REAL ESTATE SEGMENTATION		
Serial Number:	85448651	EQ REVOLUTION		
Serial Number:	85700120	EQAGENT		
Serial Number:	85748628	EQVENDOR		
Serial Number:	85749578	EQFORECLOSURE		
Serial Number:	85788112	EQUATOR BUSINESS SOLUTIONS		
Serial Number:	85789783	EQ MARKETPLACE		
Serial Number:	85789809	EQ WORKSTATION		
Serial Number:	85789864	THE CENTER OF DEFAULT SERVICING		
Serial Number:	85789820	EQVENDOR		
Serial Number:	85771592	CASTLELINE		
Serial Number:	86625822			
Serial Number:	86625787	CERTIFIED LOAN		
Serial Number:	86119787	ALTISOURCE		
Serial Number:	86758295	ALTISOURCE		
Serial Number:	86006901	ALTISOURCE RENTAL HOMES		
Serial Number:	85644736	ARCHITECT		
Serial Number:	85644774	BLUEPRINT		
Serial Number:	86625800	CASTLELINE		
Serial Number:	86625813	CASTLELINE CERTIFIED LOAN		
Serial Number:	85933589	COLONNADE		
Serial Number:	76709611	CONSTRUCTION LENDING NEWS		
Serial Number:	76719670	CONSTRUCTION TITLE PRO		
Serial Number:	76202167	CONTRACTOR'S CHECKBOOK		
Serial Number:	76719672	CTPRO		
Serial Number:	85880342	DEDICATED TO GETTING PEOPLE HOME		
Serial Number:	76571198	GCC SERVICING SYSTEMS		
Serial Number:	86006961	HUBZU		
Serial Number:	86756936	INVESTABILITY		

Property Type	Number	Word Mark		
Serial Number:	86958848	INVESTABILITY		
Serial Number:	86958845	INVESTABILITY ONE		
Serial Number:	86936188	L1		
Serial Number:	75427681	MORTGAGE BUILDER		
Serial Number:	86849753	NCI		
Serial Number:	85100483	OWNERS.COM		
Serial Number:	86707798	OWNERS.COM		
Serial Number:	86839681	POINTILLIST		
Serial Number:	86839700	POINTILLIST		
Serial Number:	86120645	REALDOC		
Serial Number:	87069137	REALHOME		
Serial Number:	86120643	REALRESOLUTION		
Serial Number:	86120648	REALTRANS		
Serial Number:	86039197	RENTAL MARKET INTELLIGENCE		
Serial Number:	85358739	RENTRANGE		
Serial Number:	86552052	RESIDENTIAL INVESTOR ONE		
Serial Number:	76719671	SIMPLIFIED. STANDARDIZED. STREAMLINED.		
Serial Number:	85644829	SURVEYANCE		
Serial Number:	86936202	WHERE TOP MORTGAGE BANKERS HAVE THE WINN		
Serial Number:	86271422	WHOLESALE ONE		
Serial Number:	86271528	WHOLESALE ONE		
Serial Number:	86758868	YOUR ONE SOURCE		
Serial Number:	87380694	VENDORLY		
Serial Number:	87151717	EQUATOR		

# **CORRESPONDENCE DATA**

**Fax Number:** 2128594000

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.

**Phone:** 2128598000

**Email:** mark.konzelmann@friedfrank.com

Correspondent Name: Mark J Konzelmann
Address Line 1: 1 New York Plaza

Address Line 2: Floor 26

Address Line 4: New York City, NEW YORK 10004

	•
DATE SIGNED:	04/04/2018
SIGNATURE:	/Mark J Konzelmann/
NAME OF SUBMITTER:	Mark J Konzelmann

**Total Attachments: 10** 

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#### TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "<u>Agreement</u>"), dated as of April 3, 2018, is entered into by each of the undersigned (each, a "<u>Grantor</u>") in favor of Morgan Stanley Senior Funding, Inc., as collateral agent (together with its successors, in such capacity, the "<u>Collateral Agent</u>").

WHEREAS, the Grantors have executed and delivered that certain Pledge and Security Agreement, dated on even date herewith, in favor of the Collateral Agent (the "<u>Pledge and Security Agreement</u>"), pursuant to which the Grantors have granted to Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantors' right, title, and interest in and to the Trademark Collateral (as defined below);

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors and the Collateral Agent hereby agree as follows:

SECTION 1. <u>Defined Terms</u>. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms of, and limitations contained in, the Pledge and Security Agreement, each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's ownership right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due of the Obligations of such Grantor:

all United States and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed on Schedule A, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

Notwithstanding the foregoing, none of the Trademark Collateral shall include any Excluded Asset (as defined in the Pledge and Security Agreement), including, for the avoidance of doubt, in no event shall the Trademark Collateral include, and no Grantor shall be deemed to have assigned, pledged or granted a security interest in, any of such Grantor's right, title or interest in any Trademark applications filed in the United States Patent and Trademark Office on the basis of Grantor's "intent-to-use" such trademark,

unless and until acceptable evidence of use of such Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. § 1051, et seq.), whereupon such Trademark application will be deemed automatically included in the Trademark Collateral, but solely to the extent that granting the security interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or any registration issuing therefrom.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. <u>Recordation</u>. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law and Jurisdiction. This agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the state of New York without regard to the conflicts of laws principles thereof that would require the application of Laws of another jurisdiction (other than any mandatory provisions of the UCC relating to the law governing perfection and the effect of perfection of the security interest).

EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST THE COLLATERAL AGENT OR ANY RELATED PARTY OF THE FOREGOING IN ANY WAY RELATING TO THIS AGREEMENT OR THE TRANSACTIONS RELATING HERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK. AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

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NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

SECTION 6. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

SECTION 7. Releases. Upon the payment in full of all Secured Obligations (other than (x) obligations under Hedge Agreements not yet due and payable and (y) contingent indemnification obligations for which no claim has been made), and the cancellation or termination in full of the Commitments, the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Trademark Collateral shall revert to the Grantors and this Agreement shall terminate. Upon any such termination of this Agreement, Grantee shall, at the Grantors' expense, execute and deliver to the Grantors or otherwise authorize the filing of such documents as the Grantors shall reasonably request. Upon any disposition of Trademark Collateral permitted by the Credit Agreement and the other Loan Documents, the Liens granted herein shall be deemed to be automatically released and such Trademark Collateral shall automatically revert to the Grantors with no further action on the part of any Person.

[Signature page follows]

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IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

# **GRANTORS:**

ALTISOURCE S.À R.L.
By:  Name: Indroneel Chatterjee  Title: Manager
NATIONWIDE CREDIT, INC.
Ву:
Name: Maurice Rico
Title: Secretary
THE MORTGAGE PARTNERSHIP OF AMERICA L.L.C.
Bv:
Name: Kevin J. Wilcox

Title: Manager

[Signature Page to Trademark Security Agreement]

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# GRANTORS:

ALTISOURCE S.À R.L.

By: Name: Indroneel Chatterjee

Title: Manager

NATIONWIDE CREDIT, INC.

By: 1 V/V/ Name: Maurice Rico

Title: Secretary

THE MORTGAGE PARTNERSHIP OF AMERICA, L.L.C.

By;\_\_\_\_\_

Name: Kevin J. Wilcox

Title: Manager

[Signature Page to Trademark Security Agreement]

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ALTISOURCE S.À R.L.

By: Name	: Indroneel Chatterjee
Title:	Manager
NATION	WIDE CREDIT, INC.
Ву:	
Name	: Maurice Rico
Title:	Secretary
THE MO	RTGAGE PARTNERSHIP OF AMERICA

Name: Kevin J. Wilcox Title: Manager

[Signature Page to Trademark Security Agreement]

Acknowledged and Agreed by:

MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent

By:

Name: Wissam Kairouz Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

# SCHEDULE A TRADEMARKS

COMPANY	COUNTRY OF REGISTRATION	APPLICATION NUMBER	REGISTRATION NUMBER	DESCRIPTION
Altisource S.à r.l.	United States	77796422	4173347	NCI NATIONWIDE CREDIT, INC.
Altisource S.à r.l.	United States	77112141	3429456	NCI
Nationwide Credit, Inc.	United States	78542587	3144339	NCI
Altisource S.à r.l.	United States	74514876	1932669	NATIONWIDE CREDIT
The Mortgage Partnership of America, L.L.C.	United States	76328714	2725585	LOOKING OUT FOR YOUR BEST INTEREST
Altisource S.à r.l.	United States	76140406	2764814	LENDERS ONE
Altisource S.à r.l.	United States	85605196	N/A	SPRINGHOUSE
Altisource S.à r.l.	United States	77596166	3883423	REALDOC
Altisource S.à r.l.	United States	77593386	3914748	THINKING AHEAD. DELIVERING TODAY.
Altisource S.à r.l.	United States	77111111	3333964	REALPORTAL
Altisource S.à r.l.	United States	78721798	3493927	REALREMIT
Altisource S.à r.l.	United States	78721802	3283741	REALREMIT
Altisource S.à r.l.	United States	76565960	3083245	REALREMIT
Altisource S.à r.l.	United States	76365778	2813709	REALSERVICING
Altisource S.à r.l.	United States	75843761	2729544	REALSYNERGY
Altisource S.à r.l.	United States	75605087	2470168	REALTRANS
Altisource S.à r.l.	United States	77726139	N/A	ALTISOURCE
Altisource S.à r.l.	United States	85655549	N/A	HUBZU
Altisource S.à r.l.	United States	85656369	N/A	NOTEXCHANGE
Altisource S.à r.l.	United States	77881558	3,865,760	Zero Degrees of Separation
Altisource S.à r.l.	United States	85111767	3,950,555	E (logo)
Altisource S.à r.l.	United States	77839772	3,839,212	E EQUATOR FINANCIAL SOLUTIONS (logo)
Altisource S.à r.l.	United States	77827660	3,832,993	Equator
Altisource S.à r.l.	United States	85257280	4,024,224	Loan Segmentation
Altisource S.à r.l.	United States	85439986	4,201,202	Real Estate Segmentation
Altisource S.à r.l.	United States	85448651	4,232,626	EQ REVOLUTION
Altisource S.à r.l.	United States	85700120	4,312,932	EQAgent
Altisource S.à r.l.	United States	85748628	4,313,164	EQVendor
Altisource S.à r.l.	United States	85749578	4,313,170	EQForeclosure
Altisource S.à r.l.	United States	85788112	4,375,529	Equator Business

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COMPANY	COUNTRY OF REGISTRATION	APPLICATION NUMBER	REGISTRATION NUMBER	DESCRIPTION
				Solutions
Altisource S.à r.l.	United States	85789783	4,375,563	EQ Marketplace
Altisource S.à r.l.	United States	85789809	4,375,565	EQ Workstation
Altisource S.à r.l.	United States	85789864	4,375,566	The Center of Default Servicing
Altisource S.à r.l.	United States	85789820	4,368,257	EQVendor
Altisource S.à r.l.	United States	85/771,592	4,395,135	The Chess Piece Logo with the word CASTLELINE
Altisource S.à r.l.	United States	86/625,822	4,870,641	The Chess Piece Logo with no words
Altisource S.à r.l.	United States	86/625,787	N/A	The Chess Piece Logo with CERTIFIED LOAN
Altisource S.à r.l.	United States	86119787	4563497	ALTISOURCE
Altisource S.à r.l.	United States	86758295		ALTISOURCE & Roof Design
Altisource S.à r.l.	United States	86006901	4494397	ALTISOURCE RENTAL HOMES & Design
Altisource S.à r.l.	United States	85644736	4419447	ARCHITECT
Altisource S.à r.l.	United States	85644774	4397356	BLUEPRINT
Altisource S.à r.l.	United States	86625800	4870640	CASTLELINE
Altisource S.à r.l.	United States	86625813		CASTLELINE CERTIFIED LOAN & Design
Altisource S.à r.l.	United States	85933589	4516312	COLONNADE
Altisource S.à r.l.	United States	76709611	4277591	CONSTRUCTION LENDING NEWS
Altisource S.à r.l.	United States	76719670		CONSTRUCTION TITLE PRO
Altisource S.à r.l.	United States	76202167	2600625	CONTRACTOR'S CHECKBOOK
Altisource S.à r.l.	United States	76719672		CTPRO
Altisource S.à r.l.	United States	85880342	4431924	DEDICATED TO GETTING PEOPLE HOME
Altisource S.à r.l.	United States	76571198	2928591	GCC SERVICING SYSTEMS & Design
Altisource S.à r.l.	United States	86006961	4943854	HUBZU
Altisource S.à r.l.	United States	86756936	4945896	INVESTABILITY
Altisource S.à r.l.	United States	86958848		INVESTABILITY
Altisource S.à r.l.	United States	86958845		INVESTABILITY ONE
Altisource S.à r.l.	United States	86936188	5063679	L1 & Design

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COMPANY	COUNTRY OF REGISTRATION	APPLICATION NUMBER	REGISTRATION NUMBER	DESCRIPTION
Altisource S.à r.l.	United States	75427681	2312434	MORTGAGE BUILDER
Altisource S.à r.l.	United States	86849753	5007803	NCI
Altisource S.à r.l.	United States	85100483	4051660	OWNERS.COM
Altisource S.à r.l.	United States	86707798		OWNERS.COM (Stylized/Design)
Altisource S.à r.l.	United States	86839681		POINTILLIST
Altisource S.à r.l.	United States	86839700		POINTILLIST & Design
Altisource S.à r.l.	United States	86120645	4555983	REALDOC
Altisource S.à r.l.	United States	87069137		REALHOME
Altisource S.à r.l.	United States	86120643	4563521	REALRESOLUTION
Altisource S.à r.l.	United States	86120648	4563522	REALTRANS
Altisource S.à r.l.	United States	86039197	4586235	RENTAL MARKET INTELLIGENCE
Altisource S.à r.l.	United States	85358739	4096260	RENTRANGE
Altisource S.à r.l.	United States	86552052	4970030	RESIDENTIAL INVESTOR ONE
Altisource S.à r.l.	United States	76719671		SIMPLIFIED. STANDARDIZED. STREAMLINED.
Altisource S.à r.l.	United States	85644829	4393647	SURVEYANCE
Altisource S.à r.l.	United States	86936202	5063680	WHERE TOP MORTGAGE BANKERS HAVE THE WINNING EDGE
Altisource S.à r.l.	United States	86271422	4878158	WHOLESALE ONE
Altisource S.à r.l.	United States	86271528	4878159	WHOLESALE ONE & Design
Altisource S.à r.l.	United States	86758868		YOUR ONE SOURCE
Altisource S.à r.l.	United States	87380694		VENDORLY
Altisource S.à r.l.	United States	87151717	5137698	EQUATOR (Stylized)

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**RECORDED: 04/04/2018** 

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