

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM487000

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
United Guaranty Corporation		07/25/2018	Corporation: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Atlantic Bay Mortgage Group, L.L.C.
Street Address:	596 Lynnhaven Parkway, Ste. 200
City:	Virginia Beach
State/Country:	VIRGINIA
Postal Code:	23452-7371
Entity Type:	Limited Liability Company: Virginia

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2349233	LENDER SELECT
Registration Number:	4237696	LENDERSELECT

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.

Phone: 2127013000
Email: tm@cahill.com
Correspondent Name: Elaine Carrera
Address Line 1: 80 PINE STREET
Address Line 4: NEW YORK, NEW YORK 10005-1702

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	08/22/2018

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and entered as of July 25, 2018, by and between United Guaranty Corporation, a North Carolina corporation ("Seller"), and Atlantic Bay Mortgage Group, L.L.C., a Virginia limited liability company ("Purchaser") (each a "Party," and collectively, the "Parties").

RECITALS

WHEREAS, Seller owns all right, title and interest in and to the United States trademark registrations set forth in Schedule A attached hereto (the "Assigned Trademarks"), in each case, together with the goodwill symbolized thereby;

WHEREAS, Purchaser desires to purchase all right, title and interest in and to the Assigned Trademarks, and the Parties hereby agree to enter into this Agreement pursuant to which Seller will assign to Purchaser all of Seller's right, title and interest in the Assigned Trademarks, together with the goodwill symbolized thereby.

NOW THEREFORE, in consideration of the mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment and Transfer. Seller hereby quitclaims, sells, assigns, conveys and transfers to Purchaser, for Purchaser's sole and exclusive use and enjoyment, all of Seller's right, title and interest in and to the Assigned Trademarks, together with the goodwill symbolized thereby, including all rights to sue for and collect damages for, and to obtain injunctive or equitable relief for, any past, present and future infringement, dilution, violation, unlawful imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation, whether presently known or unknown, of such Assigned Trademarks. In consideration of the sale, assignment, conveyance and transfer of the Assigned Trademarks hereunder, Purchaser shall, upon execution of this Agreement, pay to Seller the amount of \$10.00.

2. Assumption. Purchaser hereby assumes all obligations, covenants, duties and liabilities, including payment of any fees required to maintain any registrations and applications for registration, relating to the Assigned Trademarks arising from and after the date hereof.

3. Further Assurances. Seller covenants and agrees that it will, upon the reasonable request of Purchaser and at Purchaser's cost and expense, execute and deliver, or cause to be executed or delivered, any and all documents provided by Purchaser that may be necessary or desirable to record the sale, assignment, conveyance and transfer of the Assigned Trademarks hereunder.

4. Representations and Warranties. The Parties acknowledge and agree that the sale, assignment, conveyance and transfer of the Assigned Trademarks hereunder is on a quitclaim "as-is, where-is" basis. Seller makes no representation or warranty, express or implied, with respect to the Assigned Trademarks, and Purchaser shall have no recourse against Seller therefor.


5. Governing Law and Forum. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina, applicable to contracts executed in and to be performed entirely within that state.

6. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.


7. Recordation. If Purchaser elects to record this assignment or any other document or transfer of the Assigned Trademarks with the U.S. Patent & Trademark Office, Purchaser shall bear all costs and fees associated with such recording.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

UNITED GUARANTY COPORATION

By: 
Name: Theresa M. Cameron
Title: Vice President

**ATLANTIC BAY MORTGAGE GROUP,
L.L.C.**

By: 
Name: Brian R. Holland
Title: CEO/Chairman

SCHEDULE A

ASSIGNED TRADEMARKS

MARK	REGISTRATION NUMBER	REGISTRATION DATE
LENDER SELECT	2,349,233	May 16, 2000
LENDERSELECT (& Design)	4,237,696	November 6, 2012