# OP \$490.00 1837028

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM543760

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		09/30/2019	Bank: SWITZERLAND

## **RECEIVING PARTY DATA**

Name:	Ditech Holding Corporation (f/k/a Walter Investment Management Corp.)
Street Address:	100 Virginia D rive, Suite 100A
City:	Fort Washington
State/Country:	PENNSYLVANIA
Postal Code:	19034
Entity Type:	Corporation: MARYLAND
Name:	Green Tree Credit Solutions LLC (as successor by merger to Green Tree Investment Holdings II LLC)
Street Address:	11100 Virginia Drive, Suite 100A
City:	Fort Washington
State/Country:	PENNSYLVANIA
Postal Code:	19034
Entity Type:	Limited Liability Company: DELAWARE
Name:	Reverse Mortgage Solutions Inc.
Street Address:	14405 Walters Road, Suite 200
City:	Houston
State/Country:	TEXAS
Postal Code:	77014
Entity Type:	Corporation: DELAWARE

## **PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	1837028	HANOVER CAPITAL
Registration Number:	2587194	HANOVERTRADE.COM
Registration Number:	1792931	Н
Registration Number:	3958332	GREEN TREE
Registration Number:	3948277	GREEN TREE

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Property Type	Number	Word Mark
Registration Number:	3938405	ADD SOME GREEN TO YOUR PORTFOLIO
Registration Number:	3883516	RELATIONSHIPS THAT WORK
Registration Number:	3523171	RMS
Registration Number:	3550915	RM NAVIGATOR
Registration Number:	3558675	RM COMPASS
Registration Number:	4192836	S3
Registration Number:	4207913	SPECIALTY SERVICING SOLUTIONS
Registration Number:	4204998	RMPATH
Registration Number:	4236035	REO LEASING SOLUTIONS
Registration Number:	4304530	S3 SPECIALTY SERVICING SOLUTIONS
Registration Number:	4362376	REO MANAGEMENT SOLUTIONS, LLC
Registration Number:	4463542	MASYSTEMS MORTGAGE ASSET SYSTEMS, LLC
Registration Number:	4365970	REOCENTRAL
Serial Number:	85321792	REO LEASING SOLUTIONS

#### 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:** 202.370.4750

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1136431 TM 19
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	10/03/2019

#### **Total Attachments: 5**

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## RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This Release of Security Interest in Trademark Rights, dated as of September 30, 2019 (the "Trademark Security Release"), is made by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as the Collateral Agent (in such capacity, the "Agent"), in favor of DITECH HOLDING CORPORATION (f/k/a WALTER INVESTMENT MANAGEMENT CORP.), a Maryland corporation ("Ditech Holding"), GREEN TREE CREDIT SOLUTIONS LLC (as successor by merger to GREEN TREE INVESTMENT HOLDINGS II LLC), a Delaware limited liability company ("Green Tree Credit"), and REVERSE MORTGAGE SOLUTIONS, INC., a Delaware corporation ("RMS" and together with Ditech Holding and Green Tree Credit, individually, each a "Grantor" and collectively, the "Grantors"). Capitalized terms used and not defined herein have the meanings given to such terms in the Predecessor Credit Agreement and the Security Agreement (each, as defined below).

WHEREAS, Ditech Holding entered into that certain Credit Agreement, dated as of November 28, 2012 (the "<u>Predecessor Credit Agreement</u>"), pursuant to which the Lenders severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Predecessor Credit Agreement, the Grantors executed and delivered a Security Agreement, dated as of November 28, 2012, in favor of the Agent (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all of each Grantor's right, title and interest in, to and under certain intellectual property, including the Mark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, in connection with the Security Agreement, the Grantors executed and delivered that certain Grant of Security Interest in United States Trademarks dated as of November 28, 2012 made by the Grantors, in favor of the Agent (the "<u>Trademark Security Agreement</u>") for recording with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on November 29, 2012 on Reel/Frame 4909/0738;

WHEREAS, the Obligations (as defined in the Predecessor Credit Agreement) secured by the Mark Collateral (as defined in the Trademark Security Agreement) have been repaid or otherwise satisfied; and

WHEREAS, the Agent therefore desires to release, terminate and discharge its Lien and continuing security interest in all of Grantors' right, title and interest in, to and under the Mark Collateral and grant all of its right, title and interest in, to and under the Mark Collateral to the Grantors.

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

- 1. The Agent hereby releases, terminates and discharges to the Grantors (a) the Agent's continuing security interest in, right of setoff against and Lien on, and (b) any of the Agent's other rights, title or interest of any kind or nature in, to or under, the Mark Collateral, including, without limitation, the Marks listed on Schedule 1 hereto.
- 2. The Agent hereby authorizes and acknowledges the termination of the Trademark Security Agreement. At Grantors' expense, the Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby and terminate the Trademark Security Agreement.
- 3. This Trademark Security Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.
- 4. This Trademark Security Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Release by facsimile will be as effective as delivery of a manually executed counterpart of this Trademark Security Release.

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IN WITNESS WHEREOF, the parties hereto have caused this Release of Security Interest in Trademark Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as Agent under the Predecessor Credit Agreement

By:

Name: Title:

Christopher Zybrick Authorized Signatory

By:

Name:

Title:

Didier Siffer Authorized Signatory

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# **SCHEDULE 1**

## WALTER INVESTMENT MANAGEMENT CORP.

## U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Owner</u>	Registration Number
HANOVER CAPITAL	Walter Investment Management Corp.	1,837,028
HANOVERTRADE.COM	Walter Investment Management Corp.	2,587,194
Н	Walter Investment Management Corp.	1,792,931

## GREEN TREE INVESTMENT HOLDINGS II LLC

## U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Owner</u>	Registration Number
GREEN TREE	Green Tree Investment Holdings II LLC	3,958,332
GREEN TREE	Green Tree Investment Holdings II LLC	3,948,277
ADD SOME GREEN TO YOUR PORTFOLIO	Green Tree Investment Holdings II LLC	3,938,405
RELATIONSHIPS THAT WORK	Green Tree Investment Holdings II LLC	3,883,516

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# REVERSE MORTGAGE SOLUTIONS, INC.

## U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Owner</u>	Registration Number
RMS	Reverse Mortgage Solutions, Inc.	3,523,171
RM Navigator	Reverse Mortgage Solutions, Inc.	3,550,915
RM Compass	Reverse Mortgage Solutions, Inc.	3,558,675
S3	Reverse Mortgage Solutions, Inc.	4,192,836
SPECIALTY SERVICING SOLUTIONS Class 36	Reverse Mortgage Solutions, Inc.	4,207,913
RMPath and Design Logo	Reverse Mortgage Solutions, Inc.	4,204,998
REO Leasing Solutions and design logo	Reverse Mortgage Solutions, Inc.	4,236,035
S3 Specialty Servicing Solutions stylized Class 36	Reverse Mortgage Solutions, Inc.	4,304,530
REO Management Solutions, LLC	Reverse Mortgage Solutions, Inc.	4,362,376
MASystems Mortgage Asset Systems, LLC Class 42 SaaS	Reverse Mortgage Solutions, Inc.	4,463,542
REOcentral and design logo Class 36	Reverse Mortgage Solutions, Inc.	4,365,970

# U.S. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Owner</u>	Application Number
REO LEASING SOLUTIONS Class 36	Reverse Mortgage Solutions, Inc.	85/321,792

**RECORDED: 10/03/2019** 

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