

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630023

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PHH Mortgage Corporation		03/04/2021	Corporation: NEW JERSEY
Ocwen Financial Corporation		03/04/2021	Corporation: FLORIDA
PHH Corporation		03/04/2021	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	246 Goose Lane, Suite 105		
City:	Guilford		
State/Country:	CONNECTICUT		
Postal Code:	06437		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2330061	OCWEN	
Registration Number:	2333474	OCWEN	
Registration Number:	2330062	OCWEN FINANCIAL CORPORATION	
Registration Number:	3670997	OCWEN LOAN SERVICING	
Registration Number:	3410572	WE MAKE YOUR LOANS WORTH MORE	
Registration Number:	6003057	THE LEADER IN LOSS MITIGATION!	
Registration Number:	4560733	THE LEADER IN LOSS MITIGATION!	
Registration Number:	3888056	HELPING HOMEOWNERS IS WHAT WE DO!	
Registration Number:	2439462	INSTAMORTGAGE.COM	
Registration Number:	4530389	LIBERTY HOME EQUITY SOLUTIONS	
Registration Number:	4609056	LIBERTY HOME EQUITY SOLUTIONS	
Registration Number:	6186120	THINK DIFFERENTLY. RETIRE SMARTER.	
Registration Number:	4833712	HOMEOWNERSHIP STARTS HERE	
Registration Number:	3235973	PHH	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

OP \$365.00 2330061

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-713-0755
Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	03/05/2021

Total Attachments: 7
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This **FIRST LIEN TRADEMARK SECURITY AGREEMENT**, dated as of March 4, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Wilmington Trust, National Association, as collateral trustee for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Trustee**”).

WHEREAS, the Grantors are party to a First Lien Notes Pledge and Security Agreement, dated as of March 4, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) among each of the Grantors and the other grantors party thereto and the Collateral Trustee pursuant to which the Grantors granted a security interest to the Collateral Trustee in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

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 hereby agree with the Collateral Trustee as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meanings given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

Each Grantor hereby grants to the Collateral Trustee, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all Trademarks and Trademark Licenses, including those listed in Schedule A attached hereto, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”), but excluding any Excluded Assets.

SECTION 3. Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Trustee for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies and other protections and indemnities of the Collateral Trustee 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. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Trustee pursuant to this Agreement and the exercise of any right or remedy by the Collateral Trustee hereunder are subject to the provisions of the Junior Priority Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and any Intercreditor Agreement (including the Junior Priority Intercreditor Agreement), the provisions of such Intercreditor Agreement shall control; provided that nothing in the Intercreditor Agreement shall limit the rights, protections, immunities or indemnities of the Collateral Trustee under the Indenture Documents.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).


SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

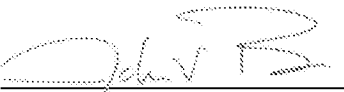
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

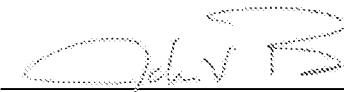
PHH MORTGAGE CORPORATION,
as Grantor

By: 
Name: John V. Britti
Title: Executive Vice President and
Chief Investment Officer

OCWEN FINANCIAL CORPORATION,
as Grantor

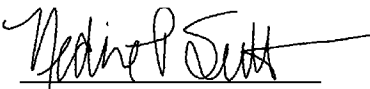
By: 
Name: John V. Britti
Title: Executive Vice President and
Chief Investment Officer

PHH CORPORATION,
as Grantor

By: 
Name: John V. Britti
Title: President and Chief Executive
Officer

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Trustee





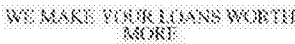


By: 

Name: Nedine P. Sutton

Title: Vice President

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

Grantor	Trademark	Registration Number/(Serial Number)	Registration Date/(Filing Date)
Ocwen Financial Corporation	OCWEN 	2330061	March 14, 2000
Ocwen Financial Corporation	OCWEN & Circle Design 	2333474	March 21, 2000
Ocwen Financial Corporation	OCWEN FINANCIAL CORPORATION 	2330062	March 14, 2000
Ocwen Financial Corporation	OCWEN LOAN SERVICING 	3670997	August 18, 2009
Ocwen Financial Corporation	WE MAKE YOUR LOANS WORTH MORE 	3410572	April 8, 2008
Ocwen Financial Corporation	THE LEADER IN YOUR LOSS MITIGATION!	6003057	March 3, 2020
Ocwen Financial Corporation	THE LEADER IN LOSS MITIGATION!	4560733	July 1, 2014
Ocwen Financial Corporation	HELPING HOMEOWNERS IS WHAT WE DO! 	3888056	December 7, 2010
PHH Mortgage Corporation	InstaMortgage.com	2439462	March 27, 2001
PHH Mortgage Corporation	Liberty Home Equity Solutions LIBERTY HOME EQUITY SOLUTIONS	4530389	May 13, 2014
PHH Mortgage Corporation	Liberty Home Equity Solutions 	4609056	September 23, 2014

PHH Mortgage Corporation	Think Differently. Retire Smarter THINK DIFFERENTLY. RETIRE SMARTER.	6186120	October 27, 2020
PHH Mortgage Corporation	Homeownership Starts Here HOMEOWNERSHIP STARTS HERE	4833712	October 13, 2015
PHH Corporation	PHH	3235973	May 1, 2007