

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631572

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OCWEN FINANCIAL CORPORATION		03/04/2021	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	OAKTREE FUND ADMINISTRATION, LLC		
Street Address:	333 S. Grand Ave.		
Internal Address:	28th Floor, ATTN: Jordan Mikes, Esq.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
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!	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	rschwartz@paulweiss.com, cmannino@paulweiss.com, mmcguire@paulweiss.com		
Correspondent Name:	Rebecca B. Schwartz		
Address Line 1:	PAUL WEISS RIFKIND WHARTON & GARRISON LLP		
Address Line 2:	1285 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10019-6064		

CH \$215.00 2330061

ATTORNEY DOCKET NUMBER:	13948-505
NAME OF SUBMITTER:	Rebecca Schwartz
SIGNATURE:	/s/ Rebecca Schwartz
DATE SIGNED:	03/12/2021

Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND 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 Ocwen Financial Corporation, a Florida corporation (the “**Grantor**”), in favor of Oaktree Fund Administration, LLC, as Collateral Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to a Second 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**”) between the Grantor and the Collateral Agent pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is 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 Grantor hereby agrees with the Collateral Agent 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

The Grantor hereby grants to the Collateral Agent, 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 Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies and other protections and indemnities 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. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent 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 the Junior Priority Intercreditor Agreement, the provisions of the Junior Priority Intercreditor Agreement shall control; provided that nothing in the Junior Priority Intercreditor Agreement shall limit the rights, protections, immunities or indemnities of the Collateral Agent under the Notes 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.

[Remainder of page intentionally left blank]

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

OCWEN FINANCIAL CORPORATION


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

[Signature Page to Trademark Security Agreement]

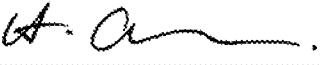
TRADEMARK
REEL: 007219 FRAME: 0730

Accepted and Agreed:

OAKTREE FUND ADMINISTRATION, LLC,
as Collateral Agent

By: 

Name: Brian Price
Title: Senior Vice President

By: 

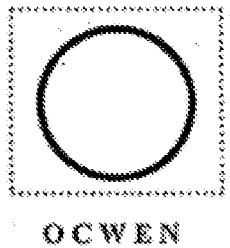
Name: Henry Orren
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007219 FRAME: 0731

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

Grantor	Trademark	Registration Number/(Serial Number)	Registration Date/(Filing Date)
Ocwen Financial Corporation	OCWEN OCWEN	2330061	March 14, 2000
Ocwen Financial Corporation	OCWEN & Circle Design 	2333474	March 21, 2000
Ocwen Financial Corporation	OCWEN FINANCIAL CORPORATION <small>OCWEN FINANCIAL CORPORATION</small>	2330062	March 14, 2000
Ocwen Financial Corporation	OCWEN LOAN SERVICING <small>OCWEN LOAN SERVICING</small>	3670997	August 18, 2009
Ocwen Financial Corporation	WE MAKE YOUR LOANS WORTH MORE <small>WE MAKE YOUR LOANS WORTH MORE</small>	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! <small>HELPING HOMEOWNERS IS WHAT WE DO!</small>	3888056	December 7, 2010