

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686181

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ditech Financial LLC		06/17/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	New Residential Investment Corp		
Street Address:	1100 Virginia Drive, Suite 125		
City:	Fort Washington		
State/Country:	PENNSYLVANIA		
Postal Code:	19034		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4538260	HOME STARTS HERE	
CORRESPONDENCE DATA			
Fax Number:	6173109401		
<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>			
Phone:	6174392401		
Email:	rsanft@nutter.com		
Correspondent Name:	Mark Leonardo		
Address Line 1:	155 Seaport Boulevard		
Address Line 2:	Seaport West		
Address Line 4:	Boston, MASSACHUSETTS 02210		
NAME OF SUBMITTER:	Mark Leonardo		
SIGNATURE:	/s/Mark Leonardo/		
DATE SIGNED:	11/05/2021		
Total Attachments: 16			
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Exhibit 2.10

EXECUTION VERSION

Certain identified information marked with "[**]" has been omitted from this document because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

ASSET PURCHASE AGREEMENT
BY AND AMONG
DITECH HOLDING CORPORATION,
DITECH FINANCIAL LLC
AND
NEW RESIDENTIAL INVESTMENT CORP.

June 17, 2019

241878641

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is entered into as of June 17, 2019 by and between Ditech Holding Corporation, a Maryland corporation (the "Company"), Ditech Financial LLC, a Delaware limited liability company ("Financial" and together with the Company, the "Sellers" and each a "Seller"), and New Residential Investment Corp., a Delaware corporation ("Buyer"). Sellers and Buyer are referred to herein each as a "Party" and together as the "Parties".

WITNESSETH

WHEREAS, Sellers are debtors-in-possession under title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code"), pursuant to voluntary petitions for relief filed under chapter 11 of the Bankruptcy Code on February 11, 2019 (the "Petition Date") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") and, such cases the "Bankruptcy Cases");

WHEREAS, Sellers engage in (a) the business of originating, purchasing and servicing mortgage loans, (b) selling mortgage loans to Mortgage Agencies and Governmental Authorities, and (c) operating an asset receivables management business (collectively, excluding, for the avoidance of doubt, the Reverse Business, the "Business");

WHEREAS, Sellers desire to sell, transfer and assign to Buyer, and Buyer desires to purchase and acquire and assume from Sellers, all of the Acquired Assets free and clear of all Liens to the maximum extent permitted by the Bankruptcy Code (other than Permitted Liens) and assume the Assumed Liabilities, all as more specifically provided herein;

WHEREAS, on February 8, 2019, the Consenting Lenders and certain Sellers have entered into a Restructuring Support Agreement (the "RSA") to be implemented through a prearranged chapter 11 plan filed with the Bankruptcy Court in connection with the Bankruptcy Cases on February 11, 2019 by the Company and its affiliated debtors (the "Plan"); and

WHEREAS, the Parties desire to make certain representations, warranties, covenants and agreements in connection with this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the Parties hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1 Definitions. For purposes of this Agreement:

"Accepted Servicing Practices" means "Accepted Servicing Practices" as defined in the MSRPA.

"Accrued Bonus Amount" has the meaning set forth in Section 6.3(h).

"Acquired Assets" means all of Sellers' right, title, and interest in and to all of the assets, properties, contractual rights, Intellectual Property, rights and claims primarily related to the Business and held by Sellers at the Closing, other than the Excluded Assets, including (and, for the avoidance of doubt, subject to the limitations set forth in the following clauses (a)-(n)):

(a) all rights under (i) all Contracts to which any Seller is a party (including employment contracts and the real property leases in respect of the Transferred Leased Real Property) and (ii) all Intellectual Property and technology licenses licensed to a Seller, in each case as set forth under the heading "Transferred Contracts" in Section 1.1 of the Disclosure Schedule (collectively, the "Transferred Contracts"), in each case, (A) subject to the approval by the Bankruptcy Court of the assumption and assignment thereof and (B) other than any rights under any Contracts or licenses that are Excluded Assets, provided, that, except as otherwise set forth therein, Buyer may modify Section 1.1 of the Disclosure Schedule to (x) designate any Contracts to which any Seller is a party as Transferred Contracts until the date that is ten (10) Business Days prior to the commencement of the confirmation hearing and (y) remove any Transferred Contracts from Section 1.1 of the Disclosure Schedule until the date that is three (3) Business Days prior to the commencement of the confirmation hearing.

(b) all deposits (including customer deposits and security deposits for rent, electricity, telephone or otherwise) and prepaid or deferred charges and expenses (including all lease and rental payments) that have been prepaid by any Seller and are associated with the Transferred Leased Real Property or the Transferred Contracts, other than any deposits or prepaid or deferred charges and expenses to the extent paid in connection with or relating to any Excluded Assets or adequate assurance deposits posted pursuant to the Utility Order;

(c) to the extent transferable, all rights of any Seller under non-disclosure or confidentiality, non-compete, or non-solicitation agreements with employees or agents of any Seller or with third parties, in each case other than to the extent related to the Excluded Assets;

(d) all rights of any Seller under or pursuant to all warranties, representations and guarantees made by vendors, sellers of assets or other counterparties to the extent relating to any Acquired Assets, to the extent transferable, other than any warranties, representations and guarantees pertaining to any Excluded Assets or rights and defenses pertaining to any Excluded Liabilities;

(e) all Intellectual Property and technology that is owned by a Seller, including source code, in each case other than any Excluded Assets;

(f) to the extent transferable, all regulatory licenses, registrations and permits (including environmental permits) of any Seller set forth under the heading "Acquired Assets" on Section 1.1 of the Disclosure Schedule;

(g) all books and records, except to the extent relating to the Excluded Assets;

(h) all personal property and interests therein, including furniture, furnishings, office equipment, technology, communications equipment, vehicles and other tangible personal property, except to the extent related to the Excluded Assets;

“Initial Statements” means each of the Advances Initial Statement, the MSR Initial Statement, the Remaining Assets Initial Statement and the Residential Loans Initial Statement.

“Initial Termination Payment” has the meaning set forth in Section 5.4(a)(i).

“Insurable Claim” has the meaning set forth in Section 6.5(b).

“Insurer” means “Insurer” as defined in the MSRPA.

“Intellectual Property” means, collectively, all U.S. and foreign intellectual property rights, including (a) trademarks, service marks, brand names, certification marks, collective marks, d/b/a’s, Internet domain names, logos, designs, symbols, trade dress, trade names, and other indicia of origin, all applications and registrations for the foregoing, and all goodwill associated therewith and symbolized thereby, including all renewals of same; (b) patents, patent applications, and invention disclosures, including divisions, continuations, continuations-in-part, extensions, reissues, reexaminations, and any other governmental grant for the protection of inventions or industrial designs; (c) trade secrets; and (d) copyrights, and registrations and applications thereof, and all renewals, extensions, restorations and reversions thereof.

“Interest Rate” means the interest rate described in Section 3 of the Escrow Agreement.

“Interim Servicing Agreement” means that certain Interim Servicing Agreement to be entered into by and among Financial and Buyer on the Closing Date in the form attached hereto as Exhibit F.

“Investor” means “Investor” as defined in the MSRPA.

“Investor Consent” means “Investor Consent” as defined in the MSRPA.

“Investor Pool” means “Pool” as defined in the MSRPA.

“IRC” means the Internal Revenue Code of 1986, as amended.

“IRS” means the Internal Revenue Service.

“Knowledge” of Sellers (and other words of similar import) means the actual knowledge, after reasonable inquiry of their direct reports related to the applicable subject matter, of those individuals listed under the heading “Seller Knowledge Parties” on Section 1.1 of the Disclosure Schedule. “Knowledge” of Buyer (and other words of similar import) means the actual knowledge, after reasonable inquiry of their direct reports related to the applicable subject matter, of those individuals listed under the heading “Buyer Knowledge Parties” on Section 1.1 of the Disclosure Schedule.

“Law” means any U.S., federal, state, local or foreign law, statute, code, ordinance, rule, regulation, order, writ, injunction, directive, judgement, Decree, policy, or guideline having the force of law or other requirement (including the Bankruptcy Code).

“Lease” has the meaning set forth in Section 3.6.

by Sellers and Buyer prior thereto. For purposes of this Agreement and the transactions contemplated by this Agreement, the Closing will be deemed to occur and be effective, and title to and risk of loss associated with the Acquired Assets, shall be deemed to occur at 12:01 am, New York City time, on the Closing Date.

Section 2.5 Closing Payments and Deliveries.

(a) At the Closing, Buyer shall pay the Purchase Price set forth in the Estimated Closing Statement ((i) less the Deposit Escrow Amount and all accrued investment income thereon, if any, which shall be released to Sellers by the Escrow Agent, (ii) less the Purchase Price Escrow Amount, the MSR Escrow Amount and the Indemnification Escrow Amount which shall each be paid by wire transfer of immediately available funds to the Escrow Agent, for deposit into the Purchase Price Escrow Account, the MSR Escrow Account and the Indemnification Escrow Account, as applicable, (iii) if Buyer has exercised the Ginnie Mae Option less the Ginnie Mae Amount (calculated as of the Closing Date), and (iv) if the PLS Holdback has occurred, less the PLS Amount) to Sellers, which shall be paid by wire transfer of immediately available funds into an account designated by Sellers in the Estimated Closing Statement.

(b) At the Closing, Sellers will deliver to Buyer (i) a counterpart of the joint written instructions, duly executed by Sellers, directing the Escrow Agent to deliver to Sellers the Deposit Escrow Amount and all accrued investment income thereon, if any; (ii) a duly executed Bill of Sale and Assignment and Assumption Agreement substantially in the form of Exhibit B (the "Bill of Sale"); (iii) a duly executed Transition Services Agreement; (iv) a duly executed Bulk Agreement for the Purchase and Sale of Servicing Rights substantially in the form of Exhibit C (the "MSRPA"); (v) a duly executed MIPA; (vi) a duly executed Interim Servicing Agreement; (vii) the officer's certificate required to be delivered to Buyer pursuant to Section 7.1(c); (viii) a certificate, from each Seller, dated as of the Closing Date, that satisfies the requirements set forth in Treasury Regulation Section 1.1445-2, attesting that such Seller is not a "foreign person" for U.S. federal income tax purposes; (ix) an IRS Form W-9 from each Seller, and any other such Tax forms reasonably requested by Buyer, duly executed by each Seller and upon which Buyer may rely to avoid any withholding of Tax from payments made hereunder; and (x) such other instruments of transfer as Buyer may reasonably request.

(c) At the Closing, Buyer will deliver to Sellers (i) a counterpart of the joint written instructions, duly executed by Buyer, directing the Escrow Agent to deliver to Sellers the Deposit Escrow Amount and all accrued investment income thereon, if any; (ii) a duly executed Bill of Sale; (iii) a duly executed Transition Services Agreement; (iv) a duly executed MSRPA; (v) a duly executed MIPA; (vi) a duly executed Interim Servicing Agreement; (vii) the officer's certificate required to be delivered to Sellers pursuant to Section 7.2(c); and (viii) such other documents, instruments and certificates as Sellers may reasonably request.

Section 2.6 Consent to Certain Assignments.

(a) Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to transfer or assign any Transferred Contract or any claim or right or any benefit arising thereunder or resulting therefrom if an attempted

assignment or transfer (in whole or, to the extent relevant, in part) thereof, without the consent of a third party, would, after giving effect to the Confirmation Order and the Bankruptcy Code, constitute a breach or other contravention thereof or a violation of Law to which any Seller is bound, or in any way adversely affect the rights of Sellers or, upon transfer, Buyer under such Transferred Contract, claim or right, in each case, that cannot be excused or rendered ineffective by operation of the Bankruptcy Code, the Confirmation Order, or applicable non-bankruptcy Law. Subject to Article VII, Sections 6.11 and 6.12, with respect to any Transferred Contract, if such consent is not obtained or such assignment (in whole or, to the extent relevant, in part) is not attainable pursuant to the Bankruptcy Code or the Confirmation Order, then such Transferred Contract shall not be transferred hereunder, and the Closing shall proceed with respect to the remaining Acquired Assets for the full Purchase Price and Sellers shall use their commercially reasonable efforts (at Buyer's expense), and Buyer shall cooperate with Sellers, to obtain any such consent after the Closing. Notwithstanding the foregoing, nothing in this Section 2.6 shall be deemed to require a Party to pay any consideration to any third party for the purpose of obtaining any consents.

(b) If (i) notwithstanding the applicable provisions of the Bankruptcy Code and the Confirmation Order and the commercially reasonable efforts of Sellers, any consent is not obtained prior to the Closing and as a result thereof Buyer shall be prevented by a third party from receiving the rights and benefits with respect to a Transferred Contract intended to be transferred hereunder, or (ii) any Transferred Contract is not otherwise capable of sale and/or assignment (after giving effect to the Confirmation Order and the Bankruptcy Code), then, in each such case, Sellers shall (at Buyer's expense), subject to any approval of the Bankruptcy Court that may be required, at the request of Buyer, hold such Transferred Contract in trust for the use and benefit of Buyer and reasonably cooperate with Buyer in any lawful and commercially reasonable arrangement under which Buyer would, to the extent practicable, obtain the economic claims, rights and benefits under such asset and assume the economic burdens and obligations with respect thereto in accordance with this Agreement, including by subcontracting, sublicensing or subleasing to Buyer. Sellers shall promptly pay to Buyer when received all monies received by Sellers under such Transferred Contract or any claim or right or any benefit arising thereunder and Buyer shall promptly pay Sellers for all Liabilities of Sellers associated with such arrangement, if requested; provided, however, that nothing in this Section 2.6 shall entitle Buyer to reduce the Purchase Price.

Section 2.7 Allocation. Buyer and Sellers agree to allocate, for Tax purposes, the Purchase Price (as finally determined hereunder) and the Assumed Liabilities which are treated as liabilities for U.S. federal income Tax purposes (the "Allocation Consideration") in accordance with section 1060 of the IRC and the Treasury Regulations thereunder (the "Allocation Principles"). No later than thirty (30) days after the Purchase Price is determined pursuant to the Final Statement, Buyer shall deliver to the Sellers an allocation of the Allocation Consideration as of the Closing Date among the Acquired Assets determined in a manner consistent with the Allocation Principles (the "Purchase Price Allocation") for Sellers' review and comment. Any reasonable comments provided by Sellers to Buyer under this Section 2.7 shall be considered by Buyer in good faith. If, within forty-five (45) days following delivery of the preliminary Purchase Price Allocation, Sellers do not notify Buyer in writing of their disagreement with the preliminary Purchase Price Allocation, the preliminary Purchase Price Allocation shall be final and binding. If within such forty-five (45) day period Sellers so notify

such Indemnification Claim in writing in reasonable detail prior to the expiration of the second (2nd) anniversary of the Closing Date. Any Indemnification Claim not made on or prior to that date will be irrevocably and unconditionally released and waived.

Section 9.8 Indemnification Escrow Amount. The Parties agree that payment of any claims indemnifiable by Sellers in accordance with this Article IX from the available amounts in the Indemnification Escrow Account will be the sole and exclusive remedy and source of recovery for payment of such indemnification obligations of the Sellers, other than in the case of Fraud.

ARTICLE X MISCELLANEOUS

Section 10.1 Expenses. Except as otherwise expressly set forth herein, each Party will bear its own costs and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement, including all fees of law firms, commercial banks, investment banks, accountants, public relations firms, experts and consultants. For the avoidance of doubt, Buyer shall pay all recording fees arising from the transfer of the Acquired Assets.

Section 10.2 Entire Agreement. This Agreement, the Related Agreements and the Confidentiality Agreement constitute the entire agreement between the Parties and supersede any prior understandings, agreements or representations (whether written or oral) by or between the Parties to the extent they relate in any way to the subject matter hereof.

Section 10.3 Incorporation of Exhibits and Disclosure Schedule. The Exhibits to this Agreement and the Disclosure Schedule are incorporated herein by reference and made a part hereof.

Section 10.4 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party. No waiver of any breach of this Agreement shall be construed as an implied amendment or agreement to amend or modify any other provision of this Agreement. No waiver by any Party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent default, misrepresentation or breach of warranty or covenant. No conditions, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement the terms or conditions of this Agreement shall be binding unless this Agreement is amended or modified in writing pursuant to the first sentence of this Section 10.4 except as expressly provided herein. Except where a specific period for action or inaction is provided herein, no delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

Section 10.5 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without

the prior written consent of the other Parties; provided that, notwithstanding the foregoing, without obtaining such prior written consent Buyer may assign either this Agreement or any of its rights, interests, or obligations hereunder to an Affiliate of Buyer at any time in its discretion (including, for the avoidance of doubt, an assignment by Buyer to one or more of its Affiliates of Buyer's rights hereunder to acquire any Acquired Assets and/or assume any Assumed Liabilities), provided, however, that Buyer shall not be relieved of its obligations hereunder in the event of such assignment to an Affiliate.

Section 10.6 Notices. All notices, requests, demands, claims and other communications hereunder shall be in writing except as expressly provided herein. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (a) when delivered personally to the recipient; (b) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid and return receipt requested); (c) upon receipt of confirmation of receipt if sent by facsimile transmission; (d) on the day such communication was sent by e-mail; or (e) three (3) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to any Seller: Ditech Holding Corporation
1100 Virginia Drive, Suite 100A
Ft. Washington, Pennsylvania 19034
Attention: John Haas, General Counsel, Chief Legal Officer and Secretary
E-mail: JHaas@ditech.com

With a copy (which shall not constitute notice to Sellers) to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attention: Frederick S. Green; Ray C. Schrock, P.C.; Gavin Westerman; and Sunny Singh
Facsimile: (212) 310-8007
E-mail: Frederick.Green@weil.com
Ray.Schrock@weil.com
Gavin.Westerman@weil.com
Sunny.Singh@weil.com

If to Buyer: New Residential Investment Corp.
1345 Avenue of the Americas, 45th Floor
New York, New York 10105
Attention: Varun Wadhawan and Jonathan Grebinar
E-mail: vwadhawan@fortress.com
jgrebinar@fortress.com

With a copy (which shall not constitute notice to Buyer) to:

Sidley Austin LLP
2021 McKinney Ave, Suite 2000
Dallas, Texas 75201
Attention: Jessica Boelter, William Howell and Aaron J. Rigby
Facsimile: (214) 981-3400
E-mail: jboelter@sidley.com
bhowell@sidley.com
arigby@sidley.com

Any Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Parties notice in the manner set forth in this Section 10.6.

Section 10.7 Governing Law. This Agreement (and any claims, disputes, rights and obligations of the Parties hereunder (whether based on Contract, tort or any other theory) directly or indirectly based upon or arising out of this Agreement or the negotiation, execution or performance of this Agreement) shall be governed by and construed in accordance with the internal laws of the State of New York (without giving effect to the principles of conflict of Laws thereof), except to the extent that the Laws of such state are superseded by the Bankruptcy Code.

Section 10.8 Submission to Jurisdiction; Service of Process. Each of the Parties irrevocably and unconditionally submits to the exclusive jurisdiction of the Bankruptcy Court in any Litigation arising out of or relating to this Agreement or any Related Agreement or the transactions contemplated by this Agreement or thereby and agrees that all claims in respect of such Litigation may be heard and determined in such court. Each Party also agrees not to (a) attempt to deny or defeat such exclusive jurisdiction by motion or other request for leave from the Bankruptcy Court or (b) bring any action or proceeding arising out of or relating to this Agreement or any Related Agreement or the transactions contemplated hereby or thereby in any other court. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue in, and any defense of inconvenient forum to the maintenance of, any Litigation so brought and waives any bond, surety or other security that might be required of any other Party with respect thereto. Any Party may make service on any other Party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 10.6; provided, however, that nothing in this Section 10.8 shall affect the right of any Party to serve legal process in any other manner permitted by Law or in equity. Each Party agrees that a final judgment in any Litigation so brought shall be conclusive and may be enforced by Litigation or in any other manner provided by Law or in equity. The Parties intend that all foreign jurisdictions will enforce any Decree of the Bankruptcy Court in any Litigation arising out of or relating to this Agreement or any Related Agreement or the transactions contemplated hereby or thereby.

Section 10.9 Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Contracting Party disclaims any reliance upon any Non-Party Affiliates with respect to the performance of this Agreement or the Related Agreements or any representation or warranty made in, in connection with, or as an inducement to this Agreement or the Related Agreements. The Parties acknowledge and agree that the Non-Party Affiliates are intended third-party beneficiaries of this Section 10.13.

Section 10.14 Mutual Drafting. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 10.15 Disclosure Schedule. All capitalized terms not defined in the Disclosure Schedule shall have the meanings ascribed to them in this Agreement. Any disclosure set forth in one section or subsection of the Disclosure Schedule shall be deemed disclosed with respect to, and shall be deemed to apply to and qualify, the section or subsection of this Agreement to which it corresponds in number and each other section or subsection of this Agreement to the extent the qualifying nature of such disclosure with respect to such other section or subsection is reasonably apparent on the face of such disclosure, notwithstanding the absence of a specific cross-reference. The representations and warranties of Sellers in this Agreement are made and given, and the covenants are agreed to, subject to the disclosures and exceptions set forth in the Disclosure Schedule. The listing of any matter shall expressly not be deemed to constitute an admission by Sellers, or to otherwise imply, that any such matter is material, is required to be disclosed under this Agreement or falls within relevant minimum thresholds or materiality standards set forth in this Agreement. No disclosure in the Disclosure Schedule relating to any possible breach or violation of any Contract or Law shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. In no event shall the listing of any matter in the Disclosure Schedule be deemed or interpreted to expand the scope of Sellers' representations, warranties, or covenants set forth in this Agreement. All attachments to the Disclosure Schedule are incorporated by reference into the applicable section of the Disclosure Schedule in which they are directly or indirectly referenced. The information contained in the Disclosure Schedule is in all respects provided subject to the Confidentiality Agreement.

Section 10.16 Headings; Table of Contents. The section headings and the table of contents contained in this Agreement and the Disclosure Schedule are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 10.17 Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original.

[Remainder of page intentionally left blank.]

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

DITECH HOLDING CORPORATION

By: /s/ Gerald Lombardo
Name: Gerald Lombardo
Title: Chief Financial Officer

[Signature Page to Asset Purchase Agreement]

DITECH FINANCIAL LLC

By: /s/ Jeanetta Brown

Name: Jeanetta Brown

Title: Vice President and Assistant Secretary

[Signature Page to Asset Purchase Agreement]

NEW RESIDENTIAL INVESTMENT CORP.

By: /s/ Nicola Santoro, Jr.
Name: Nicola Santoro, Jr.
Title: Chief Financial Officer

[Signature Page to Asset Purchase Agreement]