

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Security Pacific Home Loans, Inc.		06/26/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Ownit Mortgage Solutions, Inc.		
Street Address:	27349 Agoura Road		
Internal Address:	Suite 100		
City:	Agoura Hills		
State/Country:	CALIFORNIA		
Postal Code:	91301		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2996691	S	
Registration Number:	2994094	THE SIMPLE SOLUTION	
CORRESPONDENCE DATA			
Fax Number:	(202)942-5999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-942-5163		
Email:	trademarkdocketing@aporter.com		
Correspondent Name:	Anna W. Manville		
Address Line 1:	5260 Western Avenue		
Address Line 2:	IP Docketing, Arnold & Porter LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
NAME OF SUBMITTER:	Anna W. Manville		
Signature:	/Anna W. Manville/		

CH 2996691 \$65.00

Date:

09/26/2006

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made as of June ~~27~~ 2006 (the "Effective Date"), between Security Pacific Home Loans, Inc., a California corporation (the "Assignor"), and Ownit Mortgage Solutions, Inc., a California corporation (the "Assignee").

WHEREAS, the Assignor is the owner of all right, title and interest in and to the trademarks and service marks and the registrations and/or applications therefore that are listed on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Marks");

WHEREAS, the Assignor and the Assignee have entered into an Asset Purchase Agreement, dated as of June ~~26~~ 2006 (the "Purchase Agreement");

WHEREAS, pursuant to the terms of the Purchase Agreement, the Assignor agreed to assign to the Assignee, among other things, all of the right, title and interest in and to the Marks; and

WHEREAS, the Assignor and Assignee now wish to effectuate the assignment of all right, title and interest in and to the Marks from the Assignor to the Assignee.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Assignor hereby assigns, transfers and conveys unto the Assignee all right, title and interest in and to the Marks, together with the goodwill symbolized by the Marks, and the portion of the business to which the Marks pertain, said business being ongoing and existing, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and/or other legal representatives.

The Assignor hereby authorizes the Commissioner of Patents and Trademarks to record the Assignee as the assignee of all right, title and interest in and to the Marks.

[Signatures begin on the following page.]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first written above.

ASSIGNOR:

Security Pacific Home Loans, Inc.

By: _____

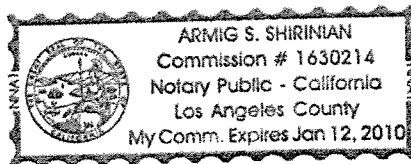
Name: _____

Title: _____

Subscribed and sworn to before me
this 26th day of June, 2006
Notary Public

My commission expires:

1-12-10



ASSIGNEE:

Ownit Mortgage Solutions, Inc.

By: [Signature]
Name: John deHodony
Title: Executive Vice President

Subscribed and sworn to before me
this 27th day of June 27, 2006

Notary Public Angela Robertson
STATE OF CALIFORNIA, LOS ANGELES COUNTY
My commission expires:

MAY 18, 2008

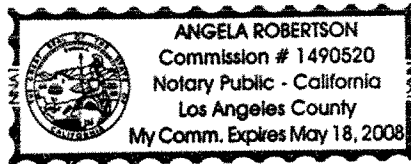


EXHIBIT A

Pending Applications

The SPHL logo (as attached hereto and incorporated in its entirety by this reference), S/N 76-593,147, Reg. No. 2,996,691 (September 20, 2005)

THE SIMPLE SOLUTION S/N 74-604,795, Reg. No. 2,994,094 (September 13, 2005)

Common law

Streamline

Security Pacific Home Loans

Security Pacific Escrow

Security Pacific Title