

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
Encore Credit Corp.		02/09/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	The Bear Stearns Companies Inc.		
Street Address:	383 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78547694	BRAVO CREDIT CORPORATION	
Serial Number:	78424524	BRAVO CREDIT	
Serial Number:	78455850		
Serial Number:	78546874		
CORRESPONDENCE DATA			
Fax Number:	(212)715-8000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212.715.9406		
Email:	mmtm@kramerlevin.com		
Correspondent Name:	Kramer Levin Naftalis & Frankel LLP		
Address Line 1:	1177 Avenue of the Americas		
Address Line 2:	c/o Michael Maoz		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Michael Maoz, Esq.		
Signature:	/MM/		

CH \$115.00 78547694

Date:

04/09/2007

Total Attachments: 5

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EXECUTION COPY

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "**Assignment**") dated as of February 9, 2007 (the "**Assignment Effective Date**"), by and between **Encore Credit Corp.**, a California corporation ("**Seller**"), **Bear Stearns Residential Mortgage Corporation**, a Delaware corporation ("**Acquirer**"), and **The Bear Stearns Companies, Inc.**, a Delaware corporation ("**TBSC**," and together with Acquirer and Seller, the "**Parties**," and each individually a "**Party**").

W I T N E S S E T H :

WHEREAS, Seller and Acquirer are parties to an Asset Purchase Agreement dated October 10, 2006 (the "**Purchase Agreement**"), pursuant to which Seller agreed to sell, assign, transfer, convey and deliver to Acquirer and Acquirer agreed to purchase or acquire from Seller, the Transferred IP, and all goodwill associated therewith and symbolized thereby;

WHEREAS, it is a condition to the Closing of the Purchase Agreement that Seller enters into this Assignment to sell, assign, transfer, convey and deliver to Acquirer the Transferred IP, and all goodwill associated therewith and symbolized thereby;

WHEREAS, Acquirer desires to purchase or acquire from Seller, and Seller desires to sell, assign, transfer, convey and deliver to Acquirer all Seller's right, title and interest in and to the Transferred IP, and all goodwill associated therewith and symbolized thereby;

WHEREAS, Acquirer is Seller's successor with respect to the Business, to which Business the Transferred IP pertains, and the Business is ongoing and existing; and

WHEREAS, TBSC is an affiliate of Acquirer that holds certain intellectual property rights on behalf of itself and its affiliates.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the premises and of the mutual covenants, agreements, representations and warranties contained herein and in the Purchase Agreement, intending to be legally bound hereby, the Parties do hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Capitalized terms used in this Assignment but not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

ARTICLE II


ASSIGNMENT OF TRANSFERRED IP

2.1 Without limiting the scope of assets transferred pursuant to the Bill of Sale executed simultaneously herewith (the "**Bill of Sale**"), Seller does hereby irrevocably assign,


2.3 Without limiting the scope of assets transferred pursuant to the Bill of Sale, executed simultaneously herewith, Seller does hereby irrevocably assign, transfer, convey, and deliver to TBSC and its successors and assigns, and TBSC hereby accepts, all of Seller's rights, title, and interests in and to the Transferred IP listed on Schedule B hereto, and all goodwill associated therewith and symbolized thereby, and any registrations thereof and applications therefore, together with (i) all income, royalties, damages, claims, and payments now or hereafter due or payable with respect to such Transferred IP, (ii) all causes of action (either in law or in equity), claims and demands or other rights for, or arising from any infringement, dilution, unfair competition, or other violation, including past infringement, dilution, unfair competition, or other violation, of such Transferred IP, and (iii) all rights corresponding thereto throughout the world.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed and delivered by the duly authorized officer of each of Seller, TBSC and Acquirer as of the Assignment Effective Date.

**BEAR STEARNS RESIDENTIAL
MORTGAGE CORPORATION**

By: 
Name: Jay L. Remis
Title: Authorized Signatory

**THE BEAR STEARNS COMPANIES
INC.**

By: 
Name: Samuel L. Molinaro
Title: EVP & Chief Financial Officer

ENCORE CREDIT CORP.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed and delivered by the duly authorized officer of each of Seller, TBSC and Acquirer as of the Assignment Effective Date.

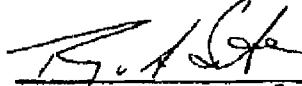
BEAR STEARNS RESIDENTIAL MORTGAGE CORPORATION

By: _____
Name:
Title:

THE BEAR STEARNS COMPANIES INC.

By: _____
Name:
Title:

ENCORE CREDIT CORP.

By: 
Name: Roque A. Santi
Title: EVP & CFO

SCHEDULE B

TRANSFERRED IP ASSIGNED TO TBSC

1. **Trademarks**

Mark	USPTO Serial Number	Filing Date
BRAVO CREDIT CORPORATION	78547694	January 14, 2005
BRAVO CREDIT	78424524	May 25, 2004
Comet/Star Design	78455850	July 23, 2004
Searchlight Design	78546874	January 13, 2005

2. **Domain Names**

Encorecredit.com

Encorecredit.net

Encorecredit.biz

Bravocredit.com

Bravocredit.net

Bravocredit.biz