

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM329677

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ARBOR COMMERCIAL MORTGAGE, LLC		12/30/2014	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A.		
<b>Street Address:</b>	225 FRANKLIN STREET, 2ND FLOOR		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1744027	ARBOR	
<b>Registration Number:</b>	3504400	GROWING FINANCIAL PARTNERSHIPS	
<b>Registration Number:</b>	4139106		
<b>Registration Number:</b>	4139034	NO MATTER HOW YOU WORD IT, WE DO MULTIFA	
<b>Registration Number:</b>	4311443	PROVEN FHA LENDER TOP 10 FANNIE MAE DUS'	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Brandie Sullivan		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F153563		
<b>NAME OF SUBMITTER:</b>	James Won		
<b>SIGNATURE:</b>	/James Won/		
<b>DATE SIGNED:</b>	01/22/2015		

OP \$140.00 1744027

**Total Attachments: 4**

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GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, ARBOR COMMERCIAL MORTGAGE, LLC a New York limited liability company (the "Loan Party") with principal offices at 333 Earle Ovington Boulevard, Suite 900, Uniondale, New York 11553, hereby grants to Bank of America, N.A., as Credit Agent, with principal offices at 225 Franklin Street, Second Floor, Boston, Massachusetts 02110, (the "Grantee") a continuing security interest in (i) all of the Loan Party's right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the UCC) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Loan Party, as such term is defined in the Credit and Security Agreement among the Loan Party, Arbor Commercial Funding, LLC, and the Grantee, dated as of December 30, 2014 (as amended, modified, restated and/or supplemented from time to time, the "Credit and Security Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Credit and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Credit and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Credit and Security Agreement, the provisions of the Credit and Security Agreement shall govern.

Upon the payment in full of the Obligations (other than contingent obligations not yet due and payable) and termination of the Credit and Security Agreement, the Grantee shall execute, acknowledge, and deliver to the Loan Party an instrument in writing in recordable form releasing the grant and security interest in the Marks and other Collateral (as such term is defined in the Credit and Security Agreement) under this Grant.

This Grant may be executed in counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute a single contract. Delivery of an executed signature page to this Grant by facsimile or electronic transmission shall be as effective as delivery of a manually signed counterpart of this Grant.

This Grant shall be construed in accordance with and governed by the law of the Commonwealth of Massachusetts and shall take effect as a sealed instrument pursuant to the laws of said Commonwealth.

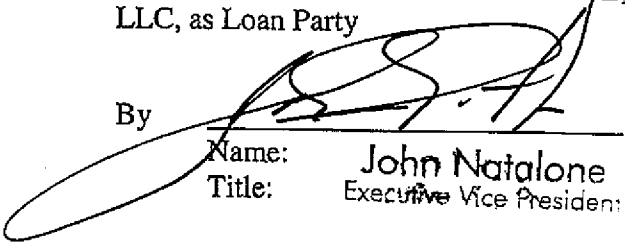
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IN WITNESS WHEREOF, the undersigned have executed this Grant as a sealed instrument as of the first date written above.

ARBOR COMMERCIAL MORTGAGE,  
LLC, as Loan Party

By

Name:

  
John Natalone

Title:

Executive Vice President

BANK OF AMERICA, N.A., as Collateral  
Agent and Grantee

By

\_\_\_\_\_  
Name:

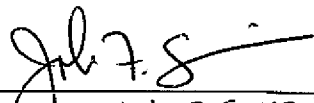
Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as a sealed instrument as of the first date written above.

ARBOR COMMERCIAL MORTGAGE,  
LLC, as Loan Party

By \_\_\_\_\_  
Name:  
Title:

BANK OF AMERICA, N.A., as Collateral  
Agent and Grantee

By  \_\_\_\_\_  
Name: JOHN F. SIMON  
Title: SVP

SCHEDULE A

<b>MARK</b>	<b>REG NO</b>	<b>REG DATE</b>
"ARBOR"	1,744,027	December 29, 1992
"GROWING FINANCIAL PARTNERSHIPS"	3,504,400	September 23, 2008
Tree (Design)(Actual)	4,139,106	May 8, 2012
"No Matter How You Word It, We Do Multifamily Lending Best" (Actual)	4,139,034	May 8, 2012
Row of Houses made of words (DESIGN)(Actual)(Class 36)	4,311,443	April 2, 2013