

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530317

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		07/01/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Nationwide Credit, Inc.		
Street Address:	1225 W Washington Street		
Internal Address:	Suite 300		
City:	Tempe		
State/Country:	ARIZONA		
Postal Code:	85281		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1932669	NATIONWIDE CREDIT	
Registration Number:	3429456	NCI	
Registration Number:	4173347	NCI NATIONWIDE CREDIT, INC.	
Registration Number:	5007803	NCI	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	25th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-1849		
NAME OF SUBMITTER:	Scott Kareff (014951-1849)		
SIGNATURE:	/kc for sk/		

CH \$115.00 1932669

DATE SIGNED:	07/02/2019
---------------------	------------

Total Attachments: 4

source=TSI - Venus - Morgan Stanley Trademark Release#page1.tif

source=TSI - Venus - Morgan Stanley Trademark Release#page2.tif

source=TSI - Venus - Morgan Stanley Trademark Release#page3.tif

source=TSI - Venus - Morgan Stanley Trademark Release#page4.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of July 1, 2019 (“Release”), is made by MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent and Collateral Agent (“Collateral Agent”) in favor of NATIONWIDE CREDIT, INC., a Georgia corporation (“Grantor”).

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of April 3, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) by and among ALTISOURCE S.À R.L., a private limited liability company (société à responsabilité limitée) organized and established under the laws of the Grand Duchy of Luxembourg, having its registered office at 40, Avenue Monterey, L-2163, Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies register (Registre de commerce et des sociétés, Luxembourg) under number B-189.519 (“Altisource”), the Grantor, the other grantors party thereto and the Collateral Agent, and the Trademark Security Agreement dated as of April 3, 2018 by and among Altisource, Grantor, the other grantors party thereto and Collateral Agent (“Trademark Security Agreement”), Altisource and Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of their right, title and interest in and to certain Trademark Collateral including those set forth on Schedule A (the “Released Trademarks”);

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on April 4, 2018 at Reel 6312 Frame 0194; and

WHEREAS, pursuant to that certain Trademark Assignment, dated as of the date hereof, by and between Altisource Portfolio Solutions, Inc., a Delaware corporation (“APSI”), and Altisource, Altisource transferred the Released Trademarks to APSI, and pursuant to that certain Trademark Assignment, dated as of the date hereof, by and between APSI and Grantor, APSI subsequently transferred the Released Trademarks to Grantor, resulting in Grantor being the owner of all of the Released Trademarks as of the date hereof.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Trademark Security Agreement, as the case may be.

SECTION 2. Termination and Release. Collateral Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the lien on and security interest in and to Grantor’s right, title and interest in, to, and under the Released Trademarks granted pursuant to the Security Agreement or Trademark Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

For the avoidance of any doubt, the termination, cancellation, discharge, and release hereunder is limited to the Released Trademarks, and does not apply in any respect to any other Collateral (as defined in the

Security Agreement). The Collateral Agent reserves and retains its security interest (and any other right, title or interest) in and to all such other Collateral.

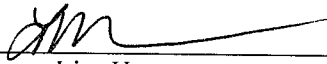
SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signatures appear on following page]

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.


Collateral Agent:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 
Name: Lisa Hanson
Title: Vice President

Schedule A

**U.S. Trademarks Subject to Security Interest
Granted by Altisource S.à r.l.
In Favor of Morgan Stanley Senior Funding, Inc., as Collateral Agent
Recorded April 4, 2018 at Reel 6312 Frame 0194**

Owner	Trademark	Application or Registration No.
Nationwide Credit, Inc.	NATIONWIDE CREDIT	1932669
Nationwide Credit, Inc.	NCI & design	3429456
Nationwide Credit, Inc.	NCI NATIONWIDE CREDIT, INC. 	4173347
Nationwide Credit, Inc.	NCI	5007803