

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ocwen Financial Corporation		02/15/2013	CORPORATION: FLORIDA
Homeward Residential, Inc.		02/15/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Barclays Bank PLC
<b>Street Address:</b>	745 Seventh Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	PLC: UNITED KINGDOM

**PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Registration Number:	2330061	OCWEN
Registration Number:	2333474	OCWEN
Registration Number:	2330062	OCWEN FINANCIAL CORPORATION
Registration Number:	3670997	OCWEN LOAN SERVICING
Registration Number:	3410572	WE MAKE YOUR LOANS WORTH MORE
Registration Number:	3884391	THE LEADER IN LOSS MITIGATION!
Registration Number:	3888056	HELPING HOMEOWNERS IS WHAT WE DO!
Registration Number:	3536729	AHMSI
Registration Number:	3536728	AHMSI3
Registration Number:	1915866	CN
Registration Number:	3461245	DARES
Registration Number:	2156955	HOUSEKEEPER
Registration Number:	2147338	

OP \$690.00 2330061

Registration Number:	3191167	ONE GETS IT DONE
Registration Number:	3154627	OPTION ONE INSURANCE AGENCY, INC.
Registration Number:	3536727	SERVICING AT A HIGHER POWER
Registration Number:	2585112	START HERE. FINISH HERE.
Serial Number:	85601486	THE LEADER IN LOSS MITIGATION!
Serial Number:	85595694	BELTLINE ROAD
Serial Number:	85541673	HOMEWARD RESIDENTIAL
Serial Number:	85541671	HOMEWARD RESIDENTIAL
Serial Number:	85536481	HOMEWARD LENDING
Serial Number:	85536385	HOMEWARD LENDING
Serial Number:	77907150	POWER DEFAULT SERVICES INC.
Serial Number:	77907159	POWER REO MANAGEMENT SERVICES INC.
Serial Number:	85150331	POWER VALUATION SERVICES INC.
Serial Number:	85536377	HOMEWARD

**CORRESPONDENCE DATA**

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: daniel.cote@thomsonreuters.com

Correspondent Name: Nicole Piazza

Address Line 1: 80 Pine Street

Address Line 2: Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Nicole Piazza
Signature:	/daniel cote thomsonreuters/
Date:	02/19/2013

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 15, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Barclays Bank PLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

**WHEREAS**, the Grantors are party to a Pledge and Security Agreement, dated as of February 15, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) among each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

### **SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meanings given to them in the Pledge and Security Agreement.

### **SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

(a) all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto under the heading “Trademarks”, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world; and

(b) any and all agreements, licenses and covenants providing for the granting of any right in or to any Trademark or otherwise providing for a covenant not to sue for infringement, dilution or other violation of any Trademark or permitting co-existence with respect to a Trademark (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement listed or required to be listed in Schedule A attached hereto under the heading “Trademark Licenses”.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to:

(a) any agreement, license or covenant to which any Grantor is a party, and any of its rights or interest thereunder, if and to the extent that a security interest is prohibited by or in violation of (i) any law, rule or regulation applicable to such Grantor, or (ii) a term, provision or condition of any such agreement, license or covenant (unless such law, rule, regulation, term, provision or condition would be rendered ineffective with respect to the creation of the security interest hereunder pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, however, that the Trademark Collateral shall include (and such security interest shall attach) immediately at such time as the contractual or legal prohibition shall no longer be applicable and to the extent severable, shall attach immediately to any portion of such agreement, license or covenant not subject to the prohibitions specified in (i) or (ii) above; provided further that the exclusions referred to in this clause (a) shall not include any Proceeds of any such agreement, license or covenant; or

(b) any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. Pledge and Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

### **SECTION 4. Governing Law**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

### **SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**OCWEN FINANCIAL CORPORATION**, as  
Grantor

By:   
Name: John V. Britti  
Title: Executive Vice President and Chief  
Financial Officer

**HOMeward RESIDENTIAL, INC.**, as  
Grantor

By: \_\_\_\_\_  
Name: David M. Applegate  
Title: President and Chief Executive  
Officer

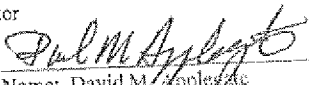
*[Signature Page to Trademark Security Agreement]*

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OCWEN FINANCIAL CORPORATION, as  
Grantor

By: \_\_\_\_\_  
Name: John V. Brittl  
Title: Executive Vice President and Chief  
Financial Officer

HOMEWARD RESIDENTIAL, INC., as  
Grantor

By:   
Name: David M. Appleby  
Title: President and Chief Executive  
Officer

*[Signature Page to Trademark Security Agreement]*

Accepted and Agreed:

BARCLAYS BANK PLC,  
as Collateral Agent

By:   
Name: Craig J. Malloy  
Title: Director


*[Signature Page to Trademark Security Agreement]*



**SCHEDULE A  
TO TRADEMARK SECURITY AGREEMENT**

**TRADEMARKS**

Registrations:

Grantor	Jurisdiction	Trademark	Registration Number	Registration Date
Ocwen Financial Corporation	United States	OCWEN	2330061	03/14/2000
Ocwen Financial Corporation	United States	OCWEN & Circle Design	2333474	03/21/2000
Ocwen Financial Corporation	United States	OCWEN FINANCIAL CORPORATION	2330062	03/14/2000
Ocwen Financial Corporation	United States	OCWEN LOAN SERVICING	3670997	08/18/2009
Ocwen Financial Corporation	United States	WE MAKE YOUR LOANS WORTH MORE	3410572	04/08/2008
Ocwen Financial Corporation	United States	THE LEADER IN YOUR LOSS MITIGATION!	3884391	11/30/2010
Ocwen Financial Corporation	United States	HELPING HOMEOWNERS IS WHAT WE DO!	3888056	12/07/2010
Homeward Residential, Inc.	United States	AHMSI	3536729	11/25/2008
Homeward Residential, Inc.	United States	AHMSI3 Logo	3536728	11/25/2008
Homeward Residential, Inc.	United States	CN Logo	1915866	08/29/1995
Homeward Residential, Inc.	United States	DARES	3461245	07/08/2008
Homeward Residential, Inc.	United States	HOUSEKEEPER	2156955	05/12/1998
Homeward Residential, Inc.	United States		2147338	03/31/1998
Homeward Residential, Inc.	United States	ONE GETS IT DONE	3191167	01/02/2007
Homeward Residential, Inc.	United States	OPTION ONE INSURANCE AGENCY, INC.	3154627	10/10/2006
Homeward Residential, Inc.	United States	SERVICING AT A HIGHER POWER	3536727	11/25/2008
Homeward Residential, Inc.	United States	START HERE. FINISH HERE.	2585112	06/25/2002

Applications:

Grantor	Jurisdiction	Trademark	Application Number	Filing Date
Ocwen Financial Corporation	United States	THE LEADER IN LOSS MITIGATION!	85/601486	04/18/2012
Homeward Residential, Inc.	United States	BELTLINE ROAD	85/595694	04/12/2012
Homeward Residential, Inc.	United States	HOMEWARD RESIDENTIAL Logo	85/541673	02/14/2012

Grantor	Jurisdiction	Trademark	Application Number	Filing Date
Homeward Residential, Inc.	United States	HOMEWARD RESIDENTIAL	85/541671	02/13/2012
Homeward Residential, Inc.	United States	HOMEWARD LENDING Logo	85/536481	02/07/2012
Homeward Residential, Inc.	United States	HOMEWARD LENDING	85/536385	02/07/2012
Homeward Residential, Inc.	United States	HOMEWARD	85/536377	02/07/2012
Homeward Residential, Inc.	United States	POWER DEFAULT SERVICES INC. Logo	77/907150	01/07/2010
Homeward Residential, Inc.	United States	POWER REO MANAGEMENT SERVICES INC. Logo	77/907159	01/07/2010
Homeward Residential, Inc.	United States	POWER VALUATION SERVICES INC. Logo	85/150331	10/12/2010

**TRADEMARK LICENSES**

None.