### 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
Green Tree Servicing LLC		109/30/2013	LIMITED LIABILITY COMPANY: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	DITECH MORTGAGE CORP	
Street Address:	1100 Virginia Drive, Suite 100	
City:	Fort Washington	
State/Country:	PENNSYLVANIA	
Postal Code:	19034	
Entity Type:	CORPORATION: CALIFORNIA	

### PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark	
Serial Number:	86069532	DITECH FREEDOM LOAN	
Serial Number:	85535100	HOME STARTS HERE	
Serial Number:	85876210	PURCHASE POWER	
Registration Number:	3396372	DITECH ESIGNATURE	
Registration Number:	3417288	DITECH	
Registration Number:	3291310	DITECH.COM FREEDOM LOAN	
Registration Number:	2158800	DITECH	

#### **CORRESPONDENCE DATA**

**Fax Number**: 6178568201

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 617-856-8145

Email: ip@brownrudnick.com

Correspondent Name: MARK S. LEONARDO

Address Line 1: ONE FINANCIAL CENTER

TRADEMARK REEL: 005124 FRAME: 0179 86069532

CH \$190,00

900267967

ATTORNEY DOCKET NUMBER:	30725/1			
NAME OF SUBMITTER:	Mark S. Leonardo			
Signature:	/Mark S. Leonardo/			
Date:	10/03/2013			
Total Attachments: 4 source=Trademark Assignment Agreement (Executed) dtd 9-30-2013#page1.tif source=Trademark Assignment Agreement (Executed) dtd 9-30-2013#page2.tif source=Trademark Assignment Agreement (Executed) dtd 9-30-2013#page3.tif source=Trademark Assignment Agreement (Executed) dtd 9-30-2013#page4.tif				

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), is delivered and effective as of September 20 2013 by Green Tree Servicing LLC, a Delaware limited liability company, ("Assignor"), to and in favor of Ditech Mortgage Corp, a California corporation ("Assignee"). Both Assignor and Assignee are collectively referred to herein as the "Parties".

WHEREAS, Assignor is the owner certain trademarks (both registered and unregistered) and associated goodwill including, without limitation, the trademarks identified and set forth on Schedule A attached hereto (the "Assigned Trademarks");

WHEREAS, Assignor agrees to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor's rights, title and interest in and to the Assigned Trademarks including all goodwill associated therewith; and

WHEREAS, Assignor wishes to confirm Assignee's ownership of the trademarks and assign to Assignee all worldwide right, title and interest in and to the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby agree as follows:

- 1. Assignment of Assigned Trademarks. Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee any and all worldwide right, title and interest Assignor holds, or may hold, in and to the Assigned Trademarks, including the goodwill of the business in connection with which said trademarks are used and which is symbolized by said trademarks, together with all rights derived therefrom and any registrations and applications therefor, including, without limitation, statutory, common law and contractual rights, in, to and under the Assigned Trademarks that are or may be secured under the laws of the United States, any multi-national trademark authority or any foreign country, now or hereafter arising or in effect, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and in and to all rights to collect income, royalties, damages and payments in connection with any of the foregoing, including, without limitation, in and under all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned under this Assignment.
- 2. <u>Recordation of Assignment</u>. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Assigned Trademarks.

- 3. <u>Further Assistance</u>. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request to effectuate and implement this Assignment.
- 4. <u>Counterparts</u>. This Assignment may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representative as of the day and year first above written.

ASSIGNOR

**GREEN TREE SERVICING LLC** 

By \_\_\_\_

ASSIGNEE

DITECH MORTGAGE CORP

By

Name: Marauma Maurando

Title: Provident

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

# SCHEDULE A

### ASSIGNED TRADEMARKS

Mark	Country	Application No. or Registration No.	Filing Date or Registration Date
DITECH FREEDOM LOAN	United States	86/069,532	September 19, 2013
HOME STARTS HERE	United States	85/535,100	February 6, 2012
PURCHASE POWER	United States	85/876,210	March 14, 2013
DITECH ESIGNATURE	United States	3396372	March 11, 2008
DITECH	United States	3417288	April 29, 2008
DITECH.COM FREEDOM LOAN	United States	3291310	September 11, 2007
DITECH	United States	2158800	May 19, 1998
DITECH AT WORK	United States	Common Law	Common Law
DITECH-I	United States	Common Law	Common Law
SMARTWATCH	United States	Common Law	Common Law

**RECORDED: 10/03/2013**