

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM530317

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

CH \$115.00 1932669

<b>DATE SIGNED:</b>	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**

<b>Owner</b>	<b>Trademark</b>	<b>Application or Registration No.</b>
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