

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548750

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALTISOURCE S.À R.L.		07/01/2019	SOCIÉTÉ À RESPONSABILITÉ LIMITÉE: LUXEMBOURG
RECEIVING PARTY DATA			
Name:	ALTISOURCE PORTFOLIO SOLUTIONS, INC.		
Street Address:	1000 ABERNATHY ROAD NE, SUITE 200		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	Corporation: DELAWARE		
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:	2149813400		
<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:	2149813300		
Email:	jchester@sidley.com		
Correspondent Name:	Julia M. Chester		
Address Line 1:	2021 McKinney Avenue, Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	JULIA M. CHESTER		
SIGNATURE:	/JULIA M. CHESTER/		
DATE SIGNED:	11/08/2019		
Total Attachments: 5			

CH \$115.00 1932669

source=Altisource-Altisource Trademark Assignment#page1.tif
source=Altisource-Altisource Trademark Assignment#page2.tif
source=Altisource-Altisource Trademark Assignment#page3.tif
source=Altisource-Altisource Trademark Assignment#page4.tif
source=Altisource-Altisource Trademark Assignment#page5.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) is made as of July 1, 2019 (the “**Effective Date**”), by and between ALTISOURCE S.À R.L., a private limited liability company (“société à responsabilité limitée”) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 40, avenue Monterey, L-2163 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies register (Registre de commerce et des sociétés, Luxembourg) under number B189.519 (“**Assignor**”), and ALTISOURCE PORTFOLIO SOLUTIONS, INC., a Delaware corporation (“**Assignee**”).

RECITALS

WHEREAS, Assignor, Assignee, ALTISOURCE PORTFOLIO SOLUTIONS S.A., a public limited liability company (“société anonyme”) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 40, avenue Monterey, L-2163 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies register (Registre de commerce et des sociétés, Luxembourg) under number B-72391, ALTISOURCE ASIA HOLDINGS LTD I, a private company organized under the laws of the Republic of Mauritius, ALTISOURCE BUSINESS SOLUTIONS, INC., a corporation incorporated under the laws of the Republic of the Philippines, POLYPLAY SOLUTIONS PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 2013 under the laws of the Republic of India, NATIONWIDE CREDIT, INC., a Georgia corporation, TRANSWORLD SYSTEMS INC., a California corporation, and TRANSWORLD SYSTEMS CUSTOMER SERVICES PHILIPPINES LLC, a Delaware limited liability company, are parties to that certain Purchase and Sale Agreement, dated as of March 28, 2019 (the “**Purchase Agreement**”), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase, among other things, the trademarks identified in Exhibit A hereto;

WHEREAS, Assignor is the owner of the entire right, title, and interest in, to, and under those United States and foreign trademarks listed on Exhibit A and the goodwill associated with all of the foregoing (collectively, the “**Trademarks**”); and

WHEREAS, Assignee, at its request and direction, wishes to acquire and Assignor wishes to assign all of Assignor’s right, title, and interest in and to the Trademarks.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby irrevocably sells, assigns, transfers, and sets over to Assignee all of Assignor’s right, title, and interest in and to the Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks, and all registrations, renewals, and extensions of the foregoing, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor

if this assignment had not been made, together with all income, royalties, damages, or payments due or payable as of the Effective Date or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the Trademarks and issue any and all registrations issued thereon to Assignee, as assignee of the entire right, title, and interest in, to, and under the same, for the sole use and enjoyment of Assignee and its successors, assigns, or other legal representatives.

Assignor shall provide Assignee, its successors, assigns, or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney, or other documentation) as may be reasonably required in the implementation or perfection of this Assignment and in the preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks.

This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Copies (facsimile, photo static or otherwise) of signatures to this Assignment shall be deemed to be originals, and may be relied on to the same extent as the originals.

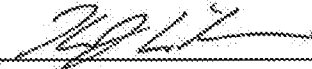
Except to that extent that federal law preempts state law with respect to the matters covered hereby, this Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be duly executed as of the date first written above.

ASSIGNOR:

ALTISOURCE S.À R.L.

By: 
Name: Kevin J. Wilcox
Title: Manager

ASSIGNEE:

ALTISOURCE PORTFOLIO SOLUTIONS,
INC.

By: _____
Name: Michelle D. Esterman
Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be duly executed as of the date first written above.

ASSIGNOR:

ALTISOURCE S.À R.L.

By: _____
Name: Kevin J. Wilcox
Title: Manager

ASSIGNEE:

ALTISOURCE PORTFOLIO SOLUTIONS,
INC.

By: Michelle D. Esterman
Name: Michelle D. Esterman
Title: Chief Executive Officer

EXHIBIT A
TRADEMARKS AND TRADEMARK APPLICATIONS

Mark (Profile Name)	Owner	Country	App. or Reg. No.	Filing Date
NCI & Design	ALTISOURCE S.À R.L.	India	1050292	August 24, 2007
NCI NATIONWIDE CREDIT, INC. (Logo)	ALTISOURCE S.À R.L.	Mexico	1197371	February 4, 2010
NCI NATIONWIDE CREDIT, INC. (Logo)	ALTISOURCE S.À R.L.	Mexico	1165032	February 4, 2010
NCI & Design	ALTISOURCE S.À R.L.	Canada	TMA732925	August 22, 2007
NATIONWIDE CREDIT	ALTISOURCE S.À R.L.	United States	1932669	April 21, 1994
NCI & design	ALTISOURCE S.À R.L.	United States	3429456	February 21, 2007
NCI NATIONWIDE CREDIT, INC.	ALTISOURCE S.À R.L.	United States	4173347	August 4, 2009
NCI	ALTISOURCE S.À R.L.	United States	5007803	December 15, 2015