

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wachovia Corporation		11/01/2006	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC		
<b>Street Address:</b>	1 Churchill Place		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	E145HP		
<b>Entity Type:</b>	public limited company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2705194	HOMEQ	
<b>Registration Number:</b>	2719748	HOMEQ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)972-5487		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2126872770		
<b>Email:</b>	sshelton@cplplaw.com		
<b>Correspondent Name:</b>	Steven T. Shelton		
<b>Address Line 1:</b>	551 Fifth Avenue		
<b>Address Line 2:</b>	Cohen Pontani Lieberman & Pavane LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10176		
<b>ATTORNEY DOCKET NUMBER:</b>	BARCLAYS BANK - HOMEQ		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Steven T. Shelton		

**CH \$65.00 2705194**

**900150358**

**TRADEMARK  
 REEL: 004117 FRAME: 0921**

Address Line 1: 551 Fifth Avenue  
Address Line 2: Cohen Pontani Lieberman & Pavane LLP  
Address Line 4: New York, NEW YORK 10176

NAME OF SUBMITTER:	Steven T. Shelton
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Signature:	/Steven T. Shelton/
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Date:	12/21/2009
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**Total Attachments: 7**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT, effective the 1<sup>st</sup> day of November, 2006 (this "Assignment"; unless otherwise defined herein, capitalized terms shall be used herein as defined in the Asset Purchase Agreement (as defined below)), is made and entered into by and between WACHOVIA CORPORATION, a North Carolina corporation (the "Parent"), WACHOVIA EQUITY SERVICING, LLC, a New Jersey limited liability company ("Wachovia LLC", together with the Parent, the "Assignors"), as successor-in-interest to Equity Servicing Corporation, formerly known as HomEq Servicing Corporation, and BARCLAYS BANK PLC, a corporation organized under the laws of England and Wales (the "Assignee") (each a "Party," and collectively, the "Parties").

WHEREAS, the Assignors are the owners of each of the trademarks, trademark registrations and trademark applications (including any and all goodwill symbolized thereby) set forth on Exhibit A hereto (the "Trademarks");

WHEREAS, the Assignors are the registrant of record and owner of each of the Internet domain names (including any and all goodwill symbolized thereby) set forth on Exhibit B and the domain name registrations therefor (the "Domain Names" and , together with the Trademarks, the "Acquired Intellectual Property");

WHEREAS, the Assignors and the Assignee entered into that certain Asset Purchase Agreement, dated as of June 22, 2006, as amended by Amendment No. 1 to the Asset Purchase Agreement, dated as of November 1, 2006 (collectively, the "Asset Purchase Agreement"; unless otherwise defined herein, capitalized terms shall be used herein as defined in the Asset Purchase Agreement), pursuant to which the Assignee agreed to purchase various assets from the Assignors, including all of the Assignors' right, title and interest in and to the Acquired Intellectual Property; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

NOW THEREFORE, for good and valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. The Assignors hereby sell, assign and transfer to the Assignee all of the Assignors' right, title and interest in and to the Acquired Intellectual Property, including, without limitation, (i) all rights therein provided by international conventions or treaties, and (ii) any and all rights to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement, dilution, misappropriation, or other violation thereof, and rights for priority and protection of interests therein under the laws of any jurisdiction. Assignors request the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Acquired Intellectual Property.

2. Registrant Name Change Agreement. Within five (5) days following Closing, the applicable Assignor shall (i) execute or otherwise complete the applicable registrant name

change agreement or other forms required by the applicable Internet domain name registrar for each Domain Name (the "Registering Authority") to transfer such Domain Name to Assignee on an expedited basis, (ii) submit or file such registrant name change agreements or other forms to or with the Registering Authority in accordance with the policies and rules of the Registering Authority, and (iii) take any further actions in accordance with the policies and rules of the Registering Authority as required to transfer such Domain Names to Assignee on an expedited bases.

3. Asset Purchase Agreement. This Assignment is an implementation agreement. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the rights of the parties under, and the terms of, the Asset Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern, including with respect to the enforcement of the rights and obligations of the parties to this Assignment.

4. Further Assurances. The Assignors hereby covenant and agree that, at any time and from time to time after the date of this Assignment, at the Assignee's request, the Assignors will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, any and all further acts, conveyances, transfers, assignments, and assurances as necessary to grant, sell, convey, assign, transfer, set over to or vest in the Assignee any of the Acquired Intellectual Property.

5. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible.

6. Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, the Sellers and the Purchaser.

7. No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any union or any employee or former employee of the Sellers, any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.


8. Governing Law. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of New York (without giving effect to the principles of conflicts of Laws thereof).

9. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same Assignment.


*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

WACHOVIA CORPORATION

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WACHOVIA EQUITY SERVICING, LLC

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BARCLAYS BANK PLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Intellectual Property Assignment

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

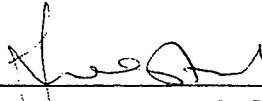
WACHOVIA CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

WACHOVIA EQUITY SERVICING, LLC

By: \_\_\_\_\_  
Name:  
Title:

BARCLAYS BANK PLC

By:  \_\_\_\_\_  
Name: JAI WESTWOOD  
Title: DIRECTOR

**EXHIBIT A**

**TRADEMARKS**

<b>Mark</b>	<b>Owner</b>	<b>Registration Date</b>	<b>Registration Number</b>
HomEq (design mark)	Wachovia Corporation	April 8, 2003	2,705,194
HomEq (word mark)	Wachovia Corporation	May 27, 2003	2,719,748



**EXHIBIT B**

**DOMAIN NAMES**

<b>DOMAIN NAME</b>	<b>REGISTRANT</b>
<u>www.homeq.com</u>	Wachovia Corporation