

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Grant of Security Interest in US Trademarks	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Green Tree Investment Holdings II LLC		12/18/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas, as Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	COMPANY: GERMANY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77668604	GREEN TREE	
Serial Number:	77668597	ADD SOME GREEN TO YOUR PORTFOLIO	
Serial Number:	77668589	RELATIONSHIPS THAT WORK	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128198200		
Email:	fcutajar@whitecase.com		
Correspondent Name:	White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Patents & Trademarks		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1111779-2012		
NAME OF SUBMITTER:	Frances B. Cutajar		

OP \$90.00 77668604

Signature:	/Frances B. Cutajar/
Date:	12/22/2009
Total Attachments: 5 source=GreenTreeInvestmentHoldingsILLCTMSecurityGrantTOBCTCA#page1.tif source=GreenTreeInvestmentHoldingsILLCTMSecurityGrantTOBCTCA#page2.tif source=GreenTreeInvestmentHoldingsILLCTMSecurityGrantTOBCTCA#page3.tif source=GreenTreeInvestmentHoldingsILLCTMSecurityGrantTOBCTCA#page4.tif source=GreenTreeInvestmentHoldingsILLCTMSecurityGrantTOBCTCA#page5.tif	

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, GREEN TREE INVESTMENT HOLDINGS II LLC, a Delaware limited liability company (the "Grantor") with principal offices at 1100 Landmark Towers, 345 St. Peter Street, Saint Paul, MN 55102, hereby grants to DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent, with principal offices at 60 Wall Street, New York, New York 10005 (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of December 18, 2009 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble, have the meanings provided or provided by reference in the Security Agreement.

This Grant may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 18th day of
December, 2009.

GREEN TREE INVESTMENT HOLDINGS II
LLC, as Grantor

By *Cheryl Collins*
Name: Cheryl A. Collins
Title: SVP & CFO

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent and Grantee

By _____
Name:
Title:

By _____
Name:
Title:

Signature Page to Grant of Security Interest in US Trademark

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 18th day of
December, 2009.

GREEN TREE INVESTMENT HOLDINGS II
LLC, as Grantor

By _____
Name:
Title:

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent and Grantee

By Carin Keegan
Name: **Carin Keegan**
Title: **Director**

By E. Landaeta
Name: **Enrique Landaeta**
Title: **Vice President**

Signature Page to Grant of Security Interest in US Trademark

TRADEMARK
REEL: 004118 FRAME: 0811

<u>MARK</u>	<u>REG. NO. (APPLICATION NO.)</u>	<u>REG. DATE</u>
GREEN TREE (Stylized)	(77/668,604)	N/A
ADD SOME GREEN TO YOUR PORTFOLIO	(77/668,597)	N/A
RELATIONSHIPS THAT WORK	(77/668,589)	N/A