1	Form PTO-1594 10 (1872)	LIS DEBARTMENT OF CONMERCE		
	(Rev. 10/02)	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office		
	OMB No. 0651-0027 (exp. 6/30/2005) 102629 Tab settings ⇔⇔⇔ ▼ ▼ ▼			
	To the Honorable Commissioner of Patents and Trademarks: F	Please record the attached original documents or copy thereof		
	Name of conveying party(ies):	2. Name and address of receiving party(ies)		
	Citibank, N.A., as Collateral Agent	Name: Abbott & Andrews Realty, Inc.		
		Internal		
	Individual(s) Association	Address:		
	General Partnership Limited Partnership	Street Address: 8955 Highway 98 West		
	Corporation-State	City: Destin State: FL Zip: 32550		
	Other	Individual(s) citizenship		
	<u> </u>	Association		
	Additional name(s) of conveying party(ies) attached? Yes No	General Partnership		
	3. Nature of conveyance:	Limited Partnership		
	Assignment Merger	Corporation-State		
	Security Agreement Change of Name	Other		
	✓ Other Release of Security Interest	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No		
	Execution Date: 11/20/03	(Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No		
	4. Application number(s) or registration number(s):			
	A. Trademark Application No.(s)	B. Trademark Registration No.(s)		
	See Schedule I Attached.	See Schedule I Attached.		
	Additional number(s) att	tached V Yes No		
:	Name and address of party to whom correspondence	6. Total number of applications and		
	concerning document should be mailed:	registrations involved:		
	Name: Mat Carlson, Esq.	25.00		
	Internal Address: Shearman & Sterling LLP	7. Total fee (37 CFR 3.41)\$ 65.00		
		Enclosed		
12/19/2003	DBYRNE 00000155.502483 2074276	Authorized to be charged to deposit account		
01 FC:8521				
02 FC:8522	25.00 IA Street Address: 599 Lexington Avenue	8. Deposit account number:		
		8. Deposit account number:		
		7 0		
	City: New York State: NY Zip:10022	8. Deposit account number: 502483 - 4995 THIS SPACE		
l	DO NOT USE	THIS SPACE		
	9. Signature.	02		
		(,)		
	Harry Vlandis -SVP Blarry	Clark 11/16/03		
	Name of Person Signing Si	gnature Date		

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

SCHEDULE I

ABBOTT & ANDREWS REALTY, INC.

Applications		Application No.	Application Date
Service Mark	TOPS'L	75/236925	2/4/97
Service Mark	Miscellaneous Design	75/236926	2/4/97

1

RELEASE AGREEMENT

As of November 20, 2003

RESORTQUEST INTERNATIONAL, INC. 8955 Highway 98 West Destin, FL 32550

Ladies and Gentlemen:

Reference is made to that certain Amended and Restated Credit Agreement dated as of January 22, 2001 among ResortQuest International, Inc. (the "Borrower"), the Guarantors (as defined therein), the Lenders (as defined therein), Citibank, N.A., as administrative agent for the Lenders (in such capacity, the "Agent"), Bank of America, N.A., as documentation agent, and Crédit Lyonnais New York Branch, as syndication agent, as amended by a certain First Amendment to Amended and Restated Credit Agreement dated as of October 30, 2001, a certain Letter Amendment dated as of January 24, 2003 and a certain Second Amendment to Amended and Restated Credit Agreement dated as of March 14, 2003 (collectively, the "Credit Agreement"). Capitalized terms used in this Release Agreement (this "Release Agreement") without definition shall have the respective meanings ascribed to them in the Credit Agreement.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned agrees as follows:

1. Repayment

The Borrower has advised the Lenders that it intends to repay all amounts due under the Credit Documents, including without limitation, principal, interest, fees, costs and other amounts (the "Obligations") and has requested that the Lenders provide the Borrower with the appropriate pay-off amount for the principal, interest and other amounts owing by the Credit Parties to the Lenders under the Credit Documents. The pay-off amount for the Lenders as of 12:00 p.m. (New York City time) November 20, 2003 (the "Computation Date") under the Credit Documents is as follows (collectively, together with any additional interest accruing, or fees and expenses incurred after the Computation Date that must be paid by the Credit Parties, the "Pay-Off Amount"):

- (a) Principal, interest and fees to the Agent (for the benefit of the Lenders): \$35,173,965.37; and
- (b) Attorneys fees and expenses to Shearman & Sterling LLP: \$30,000.00.

The account number of the Agent for purposes of receiving the Pay-Off Amount is:

Citibank N.A., New York ABA No.: 021000089 Account No.: 36852248 Attention: Dawn Conover Reference: ResortQuest

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The account number of Shearman & Sterling LLP for purposes of receiving the Pay-Off

Amount is:

Bank: Citibank, N.A.

Private Banking Division 153 East 53rd Street New York, NY 10043

Attention: Shearman & Sterling LLP General 1 Account

ABA No.: 021000089 Account No.: 09280096

Reference: 31900/00024 (Malcolm Kratzer)

From and after the Computation Date and until the date on which the Pay-Off Amount is paid in full in cash (the "Pay-Off Date"), interest shall continue to accrue on the unpaid principal amount of the Obligations at the rate or rates determined in accordance with the Credit Agreement. Upon request of the Borrower, the Agent on behalf of the Lenders shall provide the Borrower with a revised figure for the amount of interest to be paid as part of the Pay-Off Amount plus any additional fees and expenses incurred since the Computation Date that must be paid as part of the Pay-Off Amount.

The Borrower agrees to pay to the Agent (for the benefit of the Lenders) in full in cash the Pay-Off Amount, including any additional interest accruing after the Computation Date, on or prior to 12:00 p.m. (New York City time) on the Pay-Off Date.

2. Consent and Release

The Lenders hereby (a) consent to the release of the Collateral upon satisfaction of the conditions set forth in paragraph 5 below, and (b) confirm that upon satisfaction of the conditions set forth in paragraph 5 below all of the terms relating to and conditions precedent to the release of the Collateral set forth in the Credit Agreement shall be deemed to have been satisfied in full. Effective upon the satisfaction of the conditions set forth in paragraph 5 below, the Collateral Agent and the Lending Parties hereby terminate and release any and all security interests in, liens upon, rights of set-off against and pledges of, all assets of the Credit Parties heretofore granted, pledged, assigned to, or otherwise claimed by the Collateral Agent and the Lending Parties, whether personal, real or mixed, tangible or intangible, pursuant to the Credit Documents.

3. Indemnification for Returned Items

The Credit Parties hereby indemnify the Lending Parties from and hold the Lending Parties harmless against all loss, cost, refund or dishonor of any cheques or other items which have been credited by the Lending Parties to the account of the Credit Parties, together with any reasonable expenses or other reasonable and customary charges incident thereto.

4. Delivery of Documents

Concurrently with the satisfaction of the conditions set forth in paragraph 5 below, the Collateral Agent:

(a) agrees to deliver to the Borrower (or to such other designee as the Borrower shall direct), at the expense of the Borrower, the originals of all stock certificates pledged to and held by the Collateral Agent, as set forth in Schedule I hereto;

2

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- (b) authorizes the Borrower to file with the appropriate public filing office(s) terminations of the UCC financing statements evidencing the Collateral Agent's security interests in the Collateral; and
- (c) agrees to deliver to the Borrower, for filing with the United States Patent and Trademark Office (the "PTO"), releases executed by the Collateral Agent releasing the grants of security interest in the trademarks, trademark applications and copyrights listed in <u>Schedule II</u> hereto that have been filed in favor of the Collateral Agent in the PTO.

5. Conditions Precedent

The effectiveness of the releases contained in paragraph 2 above and the delivery of any release document by the Collateral Agent pursuant to paragraph 4 above and paragraph 6 below are subject to and conditioned upon the receipt by the Agent of:

- (i) the Pay-Off Amount in cash or other immediately available funds in accordance with paragraph 1 above,
- (ii) an original or facsimile transmission of this Release Agreement duly executed by the parties hereto,
- (iii) a copy of the express written consent of Noteholders holding more than 50% of the outstanding principal amount of the Senior Notes to the release of the Collateral pursuant to Section 5.7(b) of the Intercreditor Agreement (including written confirmation that all of the terms relating to and conditions precedent to such release set forth in the Note Purchase and Guarantee Agreement have been satisfied in full), in form and substance satisfactory to the Agent, and
- (iv) the original of each letter of credit, including all amendments thereto, issued pursuant to Section 2.2 of the Credit Agreement and listed in Schedule III hereto (the "Existing Letters of Credit"). Each Existing Letter of Credit delivered pursuant to this subparagraph (iv) shall be accompanied by a letter from the beneficiary of such Existing Letter of Credit on such beneficiary's letterhead, requesting that the Agent terminate, and authorizing the Agent to terminate, such Existing Letter of Credit. The parties hereto acknowledge and agree that until the Existing Letters of Credit are terminated or expire in accordance with their terms, the obligations of the Credit Parties under the Credit Documents shall remain in full force and effect.

6. Further Assurances

Subject to the provisions of paragraph 5 above, the Lending Parties further agree, and direct the Agent, to furnish, at the Borrower's expense, additional releases, discharges and/or termination statements as the Borrower may reasonably request and such other and further documents, instruments and agreements as may be reasonably requested by the Borrower, in order to effect and evidence more fully the matters covered hereby.

7. Counterparts

This Release Agreement may be executed in any number of counterparts each of which shall be deemed to be an original hereof and admissible into evidence and all of which together shall be deemed to be a single instrument and an executed facsimile copy shall constitute an original executed copy.

3

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8. Construction

All references to "Lenders", "Borrower" or "Credit Parties" herein shall include their respective successors or assigns.

9. Governing Law

THIS RELEASE AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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If the foregoing accurately sets forth our agreement, please sign and return the enclosed copy of this Release Agreement.

AGENT

CITIBANK, N.A.

in its capacities as Agent and Collateral Agent

By:

Nam

: Harry Vland

Title Schior Via Presi

CONFIRMED AND AGREED:

BORROWER:

RESORTQUEST INTERNATIONAL, INC., a

Delaware corporation

By:

Name:

Title:

[Signatures Continued on Next Page]

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S - 1

If the foregoing accurately sets forth our agreement, please sign and return the enclosed copy of this Release Agreement.

A	CN	Т	

CITIBANK, N.A.

in its capacities as Agent and Collateral Agent

By:
Name:
Title

CONFIRMED AND AGREED:

BORROWER:

RESORTQUEST INTERNATIONAL, INC., a

Delaware corporation

Bv:

Name: David Selbers
Title: 112 David

[Signatures Continued on Next Page]

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S - 1

GUARANTORS:

FIRST RESORT SOFTWARE, INC.,

a Colorado corporation

ADVANTAGE VACATION HOMES BY STYLES, INC.,

a Delaware corporation

STYLES ESTATES, LTD., INC.,

a Delaware corporation

B&B ON THE BEACH, INC.,

a North Carolina corporation

BRINDLEY & BRINDLEY REALTY & DEVELOPMENT, INC.,

a North Carolina corporation

BLUEBILL PROPERTIES, INC.,

a Delaware corporation

BLUEBILL VACATION PROPERTIES, INC.,

a Delaware corporation

COATES, REID & WALDRON, INC.,

a Delaware corporation

CRW PROPERTY MANAGEMENT, INC.,

a Delaware corporation

COASTAL RESORTS REALTY, L.L.C.,

a Delaware limited liability company

COASTAL RESORTS MANAGEMENT, INC.,

a Delaware corporation

COLLECTION OF FINE PROPERTIES, INC.,

a Colorado corporation

TEN MILE HOLDINGS, LTD.,

a Colorado corporation

HOTEL CORPORATION OF THE PACIFIC, INC.,

a Hawaii corporation

HOUSTON AND O'LEARY COMPANY,

a Colorado corporation

MAUI CONDOMINIUM & HOME REALTY, INC.,

a Hawaii corporation

THE MAURY PEOPLE, INC.,

a Massachusetts corporation

HOWEY ACQUISITION, INC.,

a Florida corporation

[Signatures Continued on Next Page]

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S - 2

PRISCILLA MURPHY REALTY, INC.,

a Florida corporation

REALTY CONSULTANTS, INC.,

a Florida corporation

RESORT PROPERTY MANAGEMENT, INC.,

a Utah corporation

SHORELINE RENTALS, INC.,

a Delaware corporation

TELLURIDE RESORT ACCOMMODATIONS, INC.,

a Colorado corporation

TRUPP-HODNETT ENTERPRISES, INC.,

a Georgia corporation

THE MANAGEMENT COMPANY, INC.,

a Georgia corporation

WORTHY OWNER RENTAL GROUP, INC.,

a South Carolina corporation

ABBOTT & ANDREWS REALTY, INC.,

a Florida corporation

ABBOTT REALTY SERVICES, INC.,

a Florida corporation

ABBOTT RESORTS, INC.,

a Florida corporation

PLANTATION RESORT MANAGEMENT, INC.,

a Delaware corporation

THE TOPS'L GROUP, INC.,

a Florida corporation

R & R RESORT RENTAL PROPERTIES, INC.,

a North Carolina corporation

(The following signature is on behalf of each of the foregoing Guarantors)

By:

Vice Frestbant

[Signatures Continued on Next Page]

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S-3

DENDE	NO.
	ORP NORTH AMERICA, INC., der and an Issuing Lender
By:	Name: Harry Vlandis Title: Seria Viv Presided
BANK (OF AMERICA, N.A.,
Ву:	Name: Title:
CRÉDI	T LYONNAIS NEW YORK BRANCH,
as a Len	der
By:	
	Name:
	Title:
UNION as a Len	PLANTERS BANK, der

· NYDOCS03/700980.7

By:

Name: Title:

S - 4

LENDER	<u>us</u> :
	RP NORTH AMERICA, INC., er and an Issuing Lender
	ame: itle:
By:	ame: David Colmic itle: Senior Vice President LYONNAIS NEW YORK BRANCH
	ame: itle:
UNION F as a Lende	PLANTERS BANK, er
Bv:	

- NYDOCS03/700980,7

Name: Title:

S - 4

LENDERS: CITICORP NORTH AMERICA, INC., as a Lender and an Issuing Lender By: Name: Title: BANK OF AMERICA, N.A., as a Lender By: Name: Title: CRÉDIT LYONNAIS NEW YORK BRANCH, as a Lender By: Name: DAVID BOWERS Title: VICE PRESIDENT

UNION PLANTERS BANK,

as a Lender

By:

Name: Title:

S - 4

<u>LEND</u>	ERS:
	ORP NORTH AMERICA, INC., ander and an Issuing Lender
By:	
	Name:
	Title:
BANK as a Le	OF AMERICA, N.A., ender
By:	
•	Name:
	Title:
CRÉD as a Le	OIT LYONNAIS NEW YORK BRANCH ender
By:	
-	Name:
	Title:
UNIO	N PLANTERS BANK, N.A.
as a Le	ender
By:	Willia E. Arean

Name: Victoria E. Docauer

Senior Vice President

Title:

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S-4

Schedule I

Pledged Stock

Pledgor: ResortQuest International, Inc.

Name of Subsidiary	Number of Shares	Certificate Number	Percentage Ownership
Advantage Vacation Homes by Styles, Inc.	100	2	100%
Styles Estates, Ltd., Inc.	100	2	100%
B & B on the Beach, Inc.	10	5	100%
Brindley & Brindley Realty & Development, Inc.	10	5	100%
Bluebill Properties, Inc.	100	2	100%
Bluebill Vacation Properties, Inc.	100	2	100%
Coates, Reid & Waldron, Inc.	100	2	100%
CRW Property Management, Inc.	100	2	100%
Coastal Resorts Management, Inc.	10	3	100%
Collection of Fine Properties, Inc.	10,000	8	100%
Ten Mile Holdings, Ltd.	1,000	4	100%
First Resort Software, Inc.	10	10	100%
Hotel Corporation of the Pacific, Inc.	10	10	100%
Houston and O'Leary Company	100	4	100%
The Maury People, Inc.	10	4	100%
Shoreline Rentals, Inc.	100	2	100%
Telluride Resort Accommodations, Inc.	10	36	100%
Resort Property Management Inc.	10	4	100%
Trupp-Hodnett Enterprises, Inc.	10	10	100%
The Management Company	10	10	100%
Realty Consultants, Inc.	10	2	100%
Howey Acquisitions, Inc.	10	3-A	100%
Maui Condominium and Home Realty, Inc.	10	4	100%
Whistler Chalets Holding Corp.	6	C-4	60%
Worthy Owner Rental Group, Inc.	88	24	100%

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Sch I - 1

Name of Subsidiary	Number of Shares	Certificate Number	Percentage Ownership		
Abbott Realty Services, Inc.	1,000	12	100%		
Plantation Resort Management, Inc.	100	2	100%		
Pledgor: Abbott Realty Services, Inc.					
Abbott & Andrews Realty, Inc.	1,000	4	100%		
Abbott Resorts, Inc.	500	1	100%		
Pledgor: Abbott & Andrews Realty, Inc.					
The Tops'l Group, Inc.	500	1	100%		
Pledgor: Howey Acquisition, Inc.					
Priscilla Murphy Realty, Inc.	735	12	100%		
Pledgor: B & B on the Beach, Inc.					
R&R Resort Rental Properties, Inc.	400	10	100%		
Pledgor: Whistler Chalets Holding Corp.					
Whistler Chalets, Ltd.	65	C-6	65%		

Schedule II

Trademarks, Trademark Applications and Copyrights

<u>Type</u>	Description	Registration No.	Registration Date			
RESORT PROPERTY MANAGEMENT, INC.						
Trademarks						
Trademark	CENTRAL RESERVATIONS OF PARK CITY And Design	2,074,276	6/24/97			
Trademark	CENTRAL RESERVATIONS OF PARK CITY	2,159,210	5/19/98			
	RESORTQUEST INTER	NATIONAL, INC.				
Trademarks						
Registered Mark	RESORTQUEST	2,298,957	12/7/99			
Registered Mark	RESORTQUEST INTERNATIONAL	2,298,956	12/7/99			
Registered Mark	STAR Design	2,298,982	12/7/99			
Registered Mark	QUESTCLUB	2,318,649	2/15/00			
Trademark						
Applications Service Mark	OHECTBERKS	Application No. 76/127,853	Application Date 9/13/00			
Service Iviai k	QUESTPERKS	70/127,633	9/13/00			
Service Mark	Vacation Rentals from Sand to Snow	75/688,367	4/22/99			
ABBOTT & ANDREWS REALTY, INC.						
Trademark						
Applications	TORU	Application No.	Application Date			
Service Mark	TOPS'L	75/236925	2/4/97			
Service Mark	Miscellaneous Design	75/23692 6	2/4/97			
-NYDOCS03/700980.8		Sch II - 1				

ABBOTT RESORTS, INC.

Copyrights

Copyright No. V - A921603

<u>Description</u>
"Abbott Resorts Catalog"

Date of Copyright 03/27/98

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Sch. I - 2

Schedule III

Existing Letters of Credit

Issuer Bank	L/C Number	Amount	Maturity	Beneficiary
Citibank, N.A.	30032493	\$1,035,000.00	1/1/2005	The Travelers Indemnity Company
Citibank, N.A.	30029496	\$ 600,000.00	5/13/2004	Royal Insurance Company of America
Citibank, N.A.	30029875	\$ 10,000.00	5/15/2004	Airline Reporting Corporation
Citibank, N.A.	30031576	\$ 294,000.00	4/1/2004	Royal Indemnity Company
Citibank, N.A.	30034431	\$2,300,000.00	12/15/2004	The Travelers Indemnity Company
		\$4,239,000.00		

Sch III - 1

* NYDOCS03/700980.8

ASSIGNMENT OF APPLICATION	Docket Number (Optional) TGZ-001ACP2
Whereas, I/We, John R. Gilbert of Brookline	Massachusetts
hereafter referred to as applicant, have invented certain new and useful improve MICROFLUIDIC SYSTEM INCLUDING A VIRTUAL WALL FLUID IN INTERFACING FLUIDS WITH THE MICROFLUIDIC SYSTEM	ments in
for which an application for a United States Patent was filed on Application Number 10/607287	June 25, 2003
for which an application for a United States Patent was executed on	, and
Whereas, Cytonome, Inc. of	Watertown, MA here
referred to as "assignee" whose mailing address is 84 Rosedale Road, Watert	own, MA 02472
is desirous of acquiring the entire right, title and interest in the same; Now, therefore, in consideration of the sum of	ention in the United States and the nted therefor in the United States, emark Office to issue said United the same, for his sole use and of the term for which said Patent
Witness Print	ed Name and Date (Signature)
NOTE: Signatures of all the inventors or assignees of record of the entire interest or their multiple forms if more than one signature is required, see below*.	

X

*Total of 2 forms are submitted.

ASSIGNMENT OF APPLICATION			Docket Number (Optional TGZ-001ACP2	
			TGZ-00TACP2	
Whereas, I/We, Nghi	ia H. Chiem of	Everett, I	Massachusetts	,
hereafter referred to as applicant, have invented certain new and useful improvements in MICROFLUIDIC SYSTEM INCLUDING A VIRTUAL WALL FLUID INTERFACE PORT FOR INTERFACING FLUIDS WITH THE MICROFLUIDIC SYSTEM				
for which an application for a United States Patent was filed on June 25, 2003 Application Number 10/607287				
for which an application for a United States Patent was executed on, and				
	Cytonome, Inc.	of	·	here
referred to as "assignee" whose mailing address is <u>84 Rosedale Road, Watertown, MA 02472</u> is desirous of acquiring the entire right, title and interest in the same;				
Now, therefore, in consideration of the sum of dollars (\$1.00), the receipt whereof is acknowledged, and other good and valuable consideration, I/We, the applicant(s), by these presents do sell, assign and transfer unto said assignee the full and exclusive right to the said invention in the United States and the entire rights, title and interest in and to any and all Patents which may be granted therefor in the United States, I/We hereby authorize and request the Director of the U.S. Patent and Trademark Office to issue said United States Patent to said assignee, of the entire right, title, and interest in and to the same, for his sole use and behoof; and for the use and behoof of his legal representatives, to the full end of the term for which said Patent may be granted, as fully and entirely as the same would have been held by me had this assignment and sale not been made.				
Executed this	2 day of	DECEMBER	, 2063,	
at	G WATERTONU	+ MA	Wall Signature)	
	- -	Witness Printe	Bunner 12/1 ed Name and Date	2/03
		BK)	
			(Signature)	
NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below*.				
x *Total of 2 form	ns are submitted			"

RECORDED: 12/18/2003