

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Residential Funding Corporation		02/28/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	The Healthfield Group, Inc.		
Street Address:	3350 Riverwood Parkway		
Internal Address:	Suite 1400		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78627824		
Serial Number:	78627840		
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7145401235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins, LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	023299-0362 RFC REL 2		
NAME OF SUBMITTER:	Joanna Fowler		
Signature:	/Joanna Fowler/		

OP \$65.00 78627824

Date:

03/07/2006

Total Attachments: 4

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RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is dated as of February 28, 2006 by Residential Funding Corporation ("RFC").

WHEREAS, Healthfield Group, Inc., (the "Grantor") and Residential Funding Corporation, ("Lender") entered into that certain Trademark Security Agreement, dated as of June 30, 2005 (as amended, restated, supplemented or otherwise modified, the "Trademark Agreement");

WHEREAS, the Trademark Agreement granted RFC a security interest in, among other things, certain United States and foreign trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications and other intellectual property rights (collectively, the "Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto, as security for certain obligations of Borrower to RFC (the "Obligations"); and

WHEREAS, Borrowers have satisfied all of the Obligations and has requested that RFC release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RFC hereby agrees as follows:

RFC hereby fully releases and terminates its security interests in and liens on:

(a) all of Borrowers' now existing or hereafter acquired right, title and interest in and to all Trademarks which are now filed with the PTO, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country, or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages, and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Borrowers' business connected with or symbolized by Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by any Borrower against third parties for infringement of the Trademarks or of any license with respect thereto.

RFC further agrees, at the sole cost and expense of Borrowers, to authorize or perform all acts reasonably necessary to effect the release and termination of its security interest

and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

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IN WITNESS WHEREOF, RFC has caused this Release of Trademarks to be duly executed as of the day and year first above written.

RESIDENTIAL FUNDING CORPORATION

By: _____

Name: _____

Title: _____


Annela D Brown
Sr. Vice President

Signature Page for Release of Security Interests in Trademarks

SCHEDULE A
TO
RELEASE OF TRADEMARKS

TRADEMARK	REG. NO./ SERIAL NO.	ISSUE DATE/ FILING DATE
Miscellaneous Design (Caduceus within square)	78/627,824	05/11/2005
Miscellaneous Design (Bird w/sunset behind it)	78/627,840	05/11/2005

Sch. A