

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Norwest Bank Minnesota, National Association as Adminstrative Bank		02/13/1998	Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Burnet Realty Inc.		
<b>Street Address:</b>	1 Campus Drive		
<b>City:</b>	Parsippany		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07054		
<b>Entity Type:</b>	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1712157	DISTINCTIVE HOMES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(973)407-5331		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	973-407-5269		
<b>Email:</b>	uspto.mail@realogy.com		
<b>Correspondent Name:</b>	Joan Pinaire		
<b>Address Line 1:</b>	1 Campus Drive		
<b>Address Line 4:</b>	Parsippany, NEW JERSEY 07054		
<b>ATTORNEY DOCKET NUMBER:</b>	BURNET SECURITY RELEASE		
<b>NAME OF SUBMITTER:</b>	Joan Pinaire		
<b>Signature:</b>	/Joan Pinaire/		
<b>Date:</b>	05/30/2007		

CH \$40.00 1712157

Total Attachments: 2

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## TERMINATION OF SECURITY INTEREST

This is a Termination of Security Interest, dated February 13, 1998, executed by Norwest Bank Minnesota, National Association, a national banking association acting as Administrative Bank for itself and for First of America Bank-Illinois (collectively, the "Secured Parties"), releasing all security interests of Secured Parties in the Intellectual Property Collateral (defined below) owned by Burnet Realty Inc., a Minnesota corporation (the "Debtor").

### Recitals

WHEREAS, the Debtor granted the Secured Parties a security interest in its Intellectual Property Collateral (the "Security Interest") as evidenced by the Security Agreement between the Debtor and Secured Parties dated August 4, 1993 and recorded in the United States Patent and Trademark Office on August 16, 1993 at Reel 1020, Frame 0210, and as evidenced by the Security Agreement between the Debtor and Secured Parties dated December 29, 1995 and recorded in the United States Patent and Trademark Office on January 11, 1996 at Reel 1423, Frame 0842, and as evidenced by the Notice of Security Interest recorded in the United States Patent and Trademark Office on October 7, 1996 at Reel 1515 and Frame 0982 (collectively the "Security Agreements");

WHEREAS, Debtor desires termination of the Secured Parties' Security Interest; and

WHEREAS, the Secured Parties are willing to terminate their Security Interest;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Security Agreements that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following term has the meaning set forth below:

"Intellectual Property Collateral" means all of the Debtor's right, title and interest in and to all registered and unregistered trademarks, service marks, collective membership marks, the respective goodwill associated with each, renewals thereof, licenses thereunder, and any other intellectual property assets included as General Intangibles in the Security Agreements, all as presently existing or hereafter arising or acquired. The Intellectual Property Collateral shall include, without limitation, the following federally registered marks:

REGISTRATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
Burnet Realty	74-071,449	1,724,177	October 13, 1992
Burnet Realty and Design	74-071,444	1,722,382	October 6, 1992
Burnet Realty and Design	74-071,442	1,740,157	December 15, 1992
Distinctive Homes	74-085,862	1,712,157	September 1, 1992

2. Termination of Security Interest. Secured Parties hereby terminate all of the Secured Parties' Security Interest in the Intellectual Property Collateral.

3. Revocation of Power of Attorney. The powers of attorney granted by Debtor to Secured Parties in the Security Agreements is are hereby revoked with respect to the Intellectual Property Collateral.

IN WITNESS WHEREOF, Secured Parties have caused this Termination of Security Interest to be duly executed on the date first mentioned above.

NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION, as Administrative Bank for the Secured Parties

By: Thomas G. Goblick  
 Print Name: Thomas G. Goblick  
 Title: Vice President

STATE OF MINNESOTA )  
 ) ss  
 COUNTY OF HENNEPIN )

On this 12 day of February, 1998 before me personally appeared Thomas G. Goblick to me personally known, who being by me duly sworn says that he is the agent of NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION, duly authorized to execute this instrument for NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION and that said execution was the free act and deed of NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION.



[Signature]  
 Notary Public

SD:20149452.01