

**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>
Argent Mortgage Company LLC		09/01/2007	LIMITED LIABILITY COMPANY: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Citi Residential Lending Inc.
<b>Street Address:</b>	1 City Blvd. West
<b>Internal Address:</b>	Suite 1500
<b>City:</b>	Orange
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92868
<b>Entity Type:</b>	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Serial Number:	76547193	TEAM ARGENT RACING
Serial Number:	76560968	THE ARGENT AGE
Serial Number:	76594094	THE COMPETITION SAYS THEY'RE FAST...GET REAL!
Serial Number:	76577794	
Serial Number:	76619288	UNCONFORM
Serial Number:	76619286	UNCONFORMING
Serial Number:	76619287	UN-CONFORMING
Serial Number:	76657067	UN-CONFORMING
Serial Number:	76560967	WELCOME TO THE ARGENT AGE
Serial Number:	76561347	ARGENT
Serial Number:	76312374	ARGENT
Serial Number:	76598701	ARGENT CREDIT ADVANTAGE
Serial Number:	76312373	ARGENT MORTGAGE

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Serial Number:	76277892	ARGENT MORTGAGE COMPANY
Serial Number:	76277891	ARGENT MORTGAGE COMPANY
Serial Number:	76469761	ARGENT MORTGAGE COMPANY LLC
Serial Number:	76480436	ARGENT MORTGAGE COMPANY LLC
Serial Number:	76654207	ARGENT MORTGAGE PROVEN.
Serial Number:	76649421	ARGENT'S THE BIG SWEEPS
Serial Number:	76656996	BRING YOUR A GAME
Serial Number:	76505261	EXPERIENCE THE SPEED!
Serial Number:	76594093	JOIN THE TEAM THAT WILL KEEP YOU IN THE WINNER'S CIRCLE!
Serial Number:	76531544	LENDING AT THE SPEED OF ARGENT.
Serial Number:	76612568	LOAN GENIUS
Serial Number:	76617238	LOAN GENIUS
Serial Number:	76505271	OUR COMMITMENT TO SPEED IS THE HALLMARK OF OUR SERVICE.
Serial Number:	76594095	REAL RACECAR. REAL DRIVER. REAL SERVICE.
Serial Number:	76594091	REAL SERVICE. REAL RACECAR. REAL GUARANTEE.
Serial Number:	76531749	SERVICE AT THE SPEED OF ARGENT
Serial Number:	76547194	SERVICE GUARANTEED
Serial Number:	76594092	SO, LADIES AND GENTLEMEN...START YOUR ENTRIES!
Serial Number:	76600560	
Serial Number:	76531545	TEAM ARGENT RACING

**CORRESPONDENCE DATA**

Fax Number: (212)735-2000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-735-3000  
Email: mmcguire@skadden.com  
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP  
Address Line 1: Four Times Square  
Address Line 2: Attn: Evan Burnstein, Esq.  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	525360/983
NAME OF SUBMITTER:	Evan Burnstein
Signature:	/egb/
Date:	09/19/2007

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment") is dated as of September 1, 2007, by and between Argent Mortgage Company LLC (the "Assignor"), and Citi Residential Lending Inc., a Delaware corporation (the "Assignee").

WHEREAS, ACC Capital Holdings Corporation, Ameriquest Mortgage Company, AMC Mortgage Services, Inc. and Assignor (collectively, including their respective subsidiaries, the "Sellers"), and Citigroup Financial Products Inc., a Delaware corporation (the "Buyer") entered into that certain Transaction Agreement, dated as of February 27, 2007 (as amended, the "Transaction Agreement"), pursuant to which, among other things, Sellers agreed to sell the Acquired Assets to Buyer or its designee;

WHEREAS, Assignor owns all right, title and interest in and to the trademarks set forth on Schedule A, all variants thereof, all goodwill associated therewith and symbolized thereby, and all applications and registrations in connection therewith (collectively, the "Trademarks");

WHEREAS, The Trademarks are Acquired Assets, and Buyer has designated Assignee to receive the Trademarks;

WHEREAS, Assignor desires to assign, and Assignee desires to receive, all of Assignor's right, title and interest in and to the Trademarks; and

WHEREAS, Assignor and Assignee desire to execute this Trademark Assignment for recordation of such assignment with the United States Patent and Trademark Office.

NOW, THEREFORE, In consideration of the foregoing, the Agreements, and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all right, title and interest in and to the Trademarks, free and clear of all Encumbrances other than Permitted Encumbrances.

2. Further Assurances. After the Closing Date, Assignor shall from time to time (i) do such acts and execute and deliver, at the reasonable request of Assignee, such additional documents and instruments as may be necessary or desirable to give effect to the provisions and the intent of this Trademark Assignment and to permit Assignee to be duly recorded as the registered owner of the rights hereby conveyed and (ii) provide whatever documents or other evidence of ownership as may be reasonably requested by Assignee to confirm Assignee's ownership of the Trademarks.

3. Binding Effect. This Trademark Assignment shall be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

4. Definitions. Any capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Transaction Agreement.

5. Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the Laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York (other than Section 5-1401 of the New York General Obligations Law).

6. Counterparts. This Trademark Assignment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. This Trademark Assignment may be executed by facsimile signature and a facsimile signature shall constitute an original for all purposes.

**[Signature Page Follows.]**

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

**ASSIGNOR:**

ARGENT MORTGAGE COMPANY LLC

By: Gregory F. Horn  
Its: CEO

**ASSIGNEE:**

CITI RESIDENTIAL LENDING INC.

By: Jeffrey Whitte  
Its: Senior Vice President

**Schedule A**

**Trademarks**

<b>MARK</b>	<b>REGISTRATION NO.</b>
ARGENT	76/561,347
ARGENT AND TORCH DESIGN	76/312,374
ARGENT CREDIT ADVANTAGE	76/598,701
ARGENT MORTGAGE AND DESIGN	76/312,373
ARGENT MORTGAGE COMPANY	76/277,892 (FL) T03000001216
ARGENT MORTGAGE COMPANY AND DESIGN	76/277,891
ARGENT MORTGAGE COMPANY LLC	76/469,761
ARGENT MORTGAGE COMPANY LLC AND DESIGN	76/480,436
ARGENT MORTGAGE COMPANY LLC AND TORCH DESIGN	(FL) T03000001217
ARGENT MORTGAGE PROVEN AND DESIGN	76/654,207
ARGENT'S THE BIG SWEEPS AND DESIGN	76/649,421
BRING YOUR A GAME	76/656,996
EXPERIENCE THE SPEED	76/505,261
JOIN THE TEAM THAT WILL KEEP YOU IN THE WINNERS CIRCLE	76/594,093
LENDING AT THE SPEED OF ARGENT	76/531,544
LOAN GENIUS	76/612,568
LOAN GENIUS AND TORCH DESIGN	76/617,238
OUR COMMITMENT TO SPEED IS THE HALLMARK OF OUR SERVICE	76/505,271
REAL RACECAR, REAL DRIVER, REAL SERVICE	76/594,095
REAL SERVICE, REAL RACECAR, REAL GUARANTEE	76/594,091
SERVICE AT THE SPEED OF ARGENT	76/531,749
SERVICE GUARANTEED AND DESIGN	76/547,194
SO, LADIES AND GENTLEMEN ... START YOUR ENTRIES!	76/594,092
SOUND MARK	76/600,560
TEAM ARGENT RACING	76/531,545

MARK	REGISTRATION NO.
TEAM ARGENT RACING AND DESIGN	76/547,193
THE ARGENT AGE	76/560,968
THE COMPETITION SAYS THEY'RE FAST ... GET REAL!	76/594,094
TORCH DESIGN	76/577,794
UNCONFORM	76/619,288
UNCONFORMING	76/619,286
UN-CONFORMING	76/619,287
UN-CONFORMING AND DESIGN	76/657,067
WELCOME TO THE ARGENT AGE	76/560,967